

DRAFT TENDER DOCUMENT FOR PRE RELEASE DISCUSSIONS ONLY

SUPPLY, INSTALLATION, COMMISSIONING AND OPERATION

OF

AUTOMATED TESTING STATION CENTRES

IN

THE STATE OF HARYANA

NOTE:- It is not a tender for bidding. It is merely for pre release discussions.

Issued by:

**Transport Department
Government of Haryana
30, Bays Building, 2nd Floor, Sector -17 C
Chandigarh, Haryana**

Clerification /suggestion with full details of sender may be sent to e-mail:
e-mail Id- stcharyana@hry.nic.in

DISCLAIMER

1. This Tender Document ("Tender Document") is being issued by Transport Department, Government of Haryana for the selection of a successful bidder for setting up of automated testing stations, as envisaged section 56 of the Motor Vehicle Act, 1988, herein called Automated Vehicle Inspection & Certification Centres (hereinafter briefly referred to as ATS Centres) across Haryana at 6 locations namely Ambala, Faridabad, Gurugram, Hisar, Karnal and Rewari on revenue sharing basis. For establishing ATS Centres, successful Bidder is responsible for Civil Construction of ATS Centre including administrative block, Supply, Installation & Commissioning of Inspection Equipment and Utilities. Once these Centres are operational, Vehicle Fitness Testing of all eligible Vehicles for fitness testing will be conducted only at these Automated Testing Station ATS Centres and no manual fitness testing will be conducted across the State.
2. This Tender document is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in making their bids pursuant to this Tender document.
3. The information contained in this Tender Document is being provided for the limited purposes of enabling the interested parties ("Bidders") to submit their "Bid" for performing, executing and implementing the Works and for no other purpose. In no circumstances shall Transport Department, Haryana, or their employees, advisers, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender Document, or the selection procedure.
4. No person other than the one authorized by Transport Department, Haryana to give any information or to make any representation not contained in this Tender Document and, if given or made, any such information or representation shall not be relied upon as having been so authorized.
5. The Transport Department, Haryana also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in the Tender Document. The Transport Department, Haryana may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.
6. The issue of this Tender Document does not imply that the Transport Department, is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the works and the Transport Department, reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever and to cancel the selection procedure, or any part thereof, at any time.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Transport Department, or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and the Transport Department, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the Bidding Process.
8. Laws of the Republic of India are applicable to this Tender Document. The courts at Chandigarh shall have exclusive jurisdiction in relation to any disputes arising from this Tender Document.
9. **Project Implementation Unit (PIU):** PIU will be a high-level committee which shall be appointed by the Transport Department, Government of Haryana which will monitor implementation of the Project as well as take final decisions on all important matters pertaining to ATS Centre project.

CONTENTS

1. INTRODUCTION.....	4
2. INSTRUCTIONS TO THE BIDDERS	7
3. EARNEST MONEY DEPOSIT	9
4. SUBMISSION OF BIDS	10
5. PART –1: THE TECHNICAL BID	10
6. PART-2: THE FINANCIAL BID	10
7. DEVIATIONS	11
8. AMENDMENT TO TENDER DOCUMENT	11
9. VALIDITY OF BIDS	12
10. CLARIFICATIONS TO BIDDER’S QUERIES	12
11. BID EVALUATION PROCESS	12
12. TECHNICAL BIDS OPENING.....	12
13. TECHNICAL BID EVALUATION	12
14. FINANCIAL BIDS OPENING	13
15. FINANCIAL BID EVALUATION.....	13
16. DETERMINATION OF THE SUCCESSFUL BIDDER	13
17. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS of the BIDDERS	13
18. EXCLUSIVITY	13
19. PROCESS TO BE CONFIDENTIAL	14
20. PERFORMANCE BANK GUARANTEE	14
21. TERMS OF PAYMENT	14
22. LAND FOR ESTABLISHMENT OF ATS CENTRE AT EACH SITE:	15
23. GENERAL	16
24. LIST OF ANNEXURES	16
ANNEXURE – I - PRE QUALIFYING CRITERION	18
ANNEXURE –II - BIDDER’S COMPANY REQUIREMENTS	21
ANNEXURE- III - VEHICLE TESTING FEE.....	26
ANNEXURE-IV - BID EVALUATION PARAMETERS	29
ANNEXURE- V- SCOPE OF SUPPLY	33
ANNEXURE -VI - EQUIPMENT DETAILS & VEHICLE DIMENSIONS.....	40
ANNEXURE – VII - ACCEPTANCE CRITERIA.....	57
ANNEXURE – VIII - OPERATION OF ATS CENTRE.....	60
ANNEXURE- IX - GENERAL CONDITIONS OF THE CONTRACT.....	64
ANNEXURE – X - PERFORMA FOR SUBMITTING BID	89
ANNEXURE – XI - FINANCIAL BID FORMAT	120
ANNEXURE–XIII – CENTRE-WISE MINIMUM TESTING EQUIPMENT REQUIREMENT	131

1. INTRODUCTION

Haryana is one of the 28 states in India, located in northern part of the country. It was carved out of the former state of East Punjab on 1 November 1966 on linguistic as well as on cultural basis. It is ranked 22nd in terms of area with less than 1.4% (44,212 Sq km (17,070 sq mi)) of India's land area. Chandigarh is the state capital, Faridabad in National Capital Region is the most populous city of the state and Gurugram is a leading financial hub of NCR with major Fortune 500 companies located in it. Haryana has 6 administrative divisions, 22 districts, 72 sub-divisions, 93 revenue tehsils, 50 sub-tehsils, 140 community development blocks, 154 cities and towns, 6,848 villages and 6222 villages panchayats.

Haryana is a State in the northern region of India with 22 districts and is the nation's seventeenth most popular. The State borders with Punjab and Himachal Pradesh to the north and Rajasthan to the west and south. The river Yamuna defines its eastern border with Uttarakhand and Uttar Pradesh. Haryana also surrounds Delhi on three sides, forming the northern, western and southern borders of Delhi. Consequently, a large area of Haryana is included in the National Capital Region.

The Transport Department Haryana, established under section 213 of the Motor Vehicles Act, 1988, implements the provisions of the Motor Vehicles Act, 1988. The vision of the department is to create conditions for a safe, efficient, economical, seamless and environment-friendly transport system for the mobility of people and goods within the State. The functions of the office of the Transport Commissioner include registration of motor vehicles, issue of driving licenses, grant of permits, checking of offences by motor vehicles and drivers, road safety etc.



Basic Facts about Haryana with Comparison to India Census 2011

Description	Haryana	India
Area (lakh, sq km.)	1.75	32.9
Population (in ,000)	25,351	12,10,193
Male Population (in ,000)	13,494	6,23,724
Female Population (in ,000)	11,856	5,86,469
Percentage to urban population to total population	35	31.2
Density (Per Sq. Km)	573	382
Sex Ratio (Per Thousand)	879	943
Percentage growth of Population (%)	19.9	17.8
Literacy Rate (%)	76	74

Every year nearly 1.2 million people die worldwide in traffic accidents. Road accident deaths in India are estimated to be around 1.4 lac every year, with many more seriously injured. Road accidents are resulting in the untimely and needless death and injuries of many persons every year. With the driver & vehicle being responsible for a significant share of road accidents, many of these casualties could have been avoided with rightly skilled drivers & proper maintenance of vehicles. Road safety world over has greatly been improved through the utilization of effective technologies.

A major issue of concern is the evaluation of roadworthiness of the vehicles plying on the roads as per the regulations notified by the Government. The initiatives of Government of Haryana to reduce the number of accidents by ensuring qualitative work in vehicle roadworthiness evaluation are hampered due to inadequate infrastructure.

Transport Department, Haryana issue Fitness Certificate to each Commercial Vehicle as per CMVR every year depending upon its road worthiness in order to ensure safety and health of citizens. However, the specified fitness parameters are checked only visually as the required infrastructure to check these parameters objectively are not available with the department and it requires huge investments. Keeping in view these infrastructure issues, Ministry of Road Transport and Highways (MORTH) has established model Inspection and Certification (ATS) Centre in Haryana at Rohtak which was made operational in the year 2016. This RohtakATS Centre has four test-lanes, two heavy duty lanes i.e. for conducting fitness testing of heavy/medium duty vehicles and two light duty lanes i.e. for conducting fitness testing of light duty vehicles.

Motor Vehicle Amendment Act 2019, mandates that “Fitness Testing” of all Vehicles will be done through Automated Vehicle ATSCentres, only. “Date” for implementation of this provision of act is to be announced by MORTH.

In order to address this serious issue, the Transport Department, Government of Haryana is planning to establish Automated Testing Station (ATS) Centres across the state on PPP (Public

Private Partnership) basis on BOOT(Build Own Operate and Transfer) model. The State Government envisages to set up these ATS Centres across the State representing cluster of RTO's where all the vehicles can be tested for their road worthiness through automated equipment to be installed in the **Automated Testing Station(ATS) Centres**. These ATSCentres are expected to be beneficial for all the stakeholders like the Transport Department, Haryana, State Government of Haryana, Ministry of Road Transport and Highways, Vehicle Owners, General Public at large, etc. Transport Department, Government of Haryana has appointed "International Centre for Automotive Technology (ICAT), Manesar (ICAT)" as its Project Consultant for the same.

Transport Department Government of Haryana, has declared its intention to set up Inspection & Certification Centres at 6 locations on revenue sharing basis at Gurugram (Gurugram&Mewat), Faridabad (Faridabad &Palwal), Ambala (Ambala, Panchkula, Kurukshetra& Yamuna Nagar), Karnal (Karnal, Panipat, Jind&Kaithal), Hisar (Fatehabad, Hisar&Sirsa) and Rewari (Rewari, Mahendragarh, BhiwanATSCarkhiDadri) on BOOT model based on PPP (Public Private Partnership) Project to cover the State by forming clusters of districts so that, fitness testing of all eligible Vehicles for fitness testing across the State will be undertaken at only Automated Vehicle Inspection and Certification Centres and there will be no manual testing of Vehicles. If any new district is created then the State Government can assign it to any of the nearby clusters as per expediency. If Vehicles registered in any other State comes to these Centres for testing, then those vehicles can be also tested in same manner as vehicles registered in the State of Haryana and same conditions for payment and revenue sharing will be applicable for these vehicles, also.

RohtakATS Centre which is an established and Operational Centre will conduct the fitness testing of vehicles for the cluster of districts comprising of Rohtak (Rohtak, Jhajjar and Sonipat).

In case, Transport Department, Government of Haryana decides to set-up more nos. of Automated Testing Station (ATS) Centres due to capacity issues at a later date then the Selected Vendor would be required to establish and operate these centres as per the agreed terms and conditions of the tender. In case selected vendor refuses or is not able to establish the ATSCentres as per given timelines even after repeated reminders then State Government may call the tender to select the new Vendor for establishing such ATSCentres Transport Department, Government of Haryana, invites sealed bids from the interested Bidders in the prescribed Performa for performing, executing and implementing the Works on the terms and conditions contained in this Document and the Concession Agreement to be signed once the bidder is shortlisted by the Transport Department.

Brief description of works for tender are summarized in the table below:-

Description of Work	This Tender Document is being issued by Transport Department, Government of Haryana for the selection of successful bidder for establishing ATSCentres which involves Civil construction, Supply, installation, testing and commissioning of Vehicle Inspection Equipment at the Centres, supply of special tools, and requisite software for smooth operation of the Centres. Further, these ATSCentres would be also operated for a period of 15 years, extendable by 5 years at the discretion of the State Government, after the Centres are commissioned which includes, but not limited to, regular maintenance of the equipment, providing all necessary consumables. The Bidder would be responsible for operating the Centre with technicians, supervisors and operators for complete in-use vehicle tests, including all tests mentioned in CMVR. All tests and their testing procedure are to be conducted as mentioned in GSR 652(E) dated 23-09-2021, GSR 797 (E) dated 31-10-2022 and its subsequent amendments..
Earnest Money Deposit	Rs. 50.00 Lakhs (Rupees Fifty Lakhs Only)
Availability of Tender Document	Tender Documents can be downloaded from 1000 hrs website of Haryana The cost of the Tender document is Rs. 25,000/- (Non-refundable) which can be paid via Demand Draft of any nationalized Indian bank in favour of Transport Commissioner, Government of Haryana and is to be uploaded along-with the technical bid by the bidder and original copy of demand draft is to be submitted to Transport Commissioner Office before opening of the technical bid.
Late date for submission of queries (If any)	Up to 1700 hrs on _____. By email on id
Pre-bid meeting to clarify the queries submitted till	Pre-bid meeting will be held on _____ at Office of Transport Commissioner, Transport Department, 30 Bayes building, 2nd Floor, Sector-17C, Chandigarh, at 11.30am
Submission of Bids	Bid should be uploaded before 3pm through online process on e-procurement portal of Haryana i.e.and sealed "hardcopy of technical bid" is required to be submitted in Office of Transport Commissioner, Transport Department, Government of Haryana, Chandigarh before bid submission due date and time. Bidder is also required to submit original Bank Guarantee as EMD as well as Tender Fee in separate sealed envelope in the Office of Transport Commissioner, Transport Department, Government of Haryana, Chandigarh before bid submission due date and time
Opening of Technical Bids on Office of Transport Commissioner, Transport Department Government of Haryana, Chandigarh

2. INSTRUCTIONS TO THE BIDDERS

- a) This invitation to Bidders is for "Selection of Bidder for establishing Automated Testing Station (ATS) Centres in 6 locations in the State of Haryana by doing civil works, supply, installation, commissioning of test inspection equipment and operation of the these Centres

for 15 years based on BOOT model on PPP (Public Private Partnership) basis. A further extension for 5 years can be given to the vendor if the State Government deems it fit considering the necessity of doing so and performance record of the vendor.

Additional Centres:

In addition to the above mentioned Six(6) ATSCentres, for the first ten years of the tenure of the project, the selected bidder shall be responsible for setting up additional test lanes at these six centres or additional ATSCentres in the State of Haryana as decided by the Transport Department, Government of Haryana in due course due to capacity issues at the established ATSCentres., conforming to the same standards and specifications as the above Centres (hereinafter "the Additional Centres"). The Transport Department, Haryana shall provide adequate land and related infrastructure for the additional Centres.

- b) Bidder(s) refer to the single bidder/ consortium who want to bid as per the terms and conditions of this Tender.
- c) Bidders are advised to study the Tender Document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications. The Tender response should be submitted to the Transport Department, Haryana not later than the date and time laid down as above in the table.
- d) The bidder shall have to pay Tender fee of INR 25,000.00 (Rupees Twenty Five Thousand only) through demand draft in favour of Transport Commissioner, Haryana and it has to be uploaded along-with its technical bid by the bidder. Non submission of copy of demand draft along-with the technical bid will be considered as non-responsive and will not be considered for technical evaluation purpose. Bidder has to submit Demand draft in original at Transport Commissioner Office before opening of the submitted bid. The tender fee shall be non-refundable.
- e) All Technical bids must be accompanied by an Earnest Money Deposit (EMD) of INR 50,00,000 (Rupees Fifty lakhs only) in the favour of Transport Commissioner, Haryana in the form of Bank Guarantee issued by a Nationalized / Scheduled Bank valid for at-least six months from the date of submission of the bid. Non submission of copy of EMD along-with the Technical bid will be taken as non-responsive and will not be considered for technical evaluation. Bidder has to submit EMD in original at Transport Commissioner Office before opening of the submitted bid.
- f) The Bidder must ensure that it meets all the requirements as spelt in Bidder's Company Requirements".
- g) The Bidders are expected to carefully examine all the contents of the Tender Document including instructions, conditions, terms, specifications and drawings and take them fully into account before submitting their Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids which are not responsive to the requirements of the Tender Document will be rejected.
- h) The Bid prepared by the Bidder and all correspondence and documents relating to the Tender are exchanged between the Bidder and Transport Department, Government of Haryana shall be in the English language.
- i) Each of the Bid documents should be stamped and signed by the person or persons submitting the Bid in token of his/their having acquainted himself / themselves with the Tender Documents in entirety including all the Annexures and Forms. Any Bid not complying with the terms and conditions as set out in this Tender Document, corrigendums,

if any, Pre-bid queries responses and / or if these documents not signed by authorized person will be rejected by Transport Department, Government of Haryana.

- j) The Bid submitted on behalf of a Firm/ Pvt Ltd. Company/ Ltd Company shall be signed by all the Partners/ Authorised Signatory who has been given the necessary authority on behalf of the Firm/ Pvt Ltd. Company/ Ltd Company by Board of Directors.
- k) The bidder shall fill the 'contact details form' issued with this Bidding document and submit the same within three days of receipt of the bidding documents and Transport Department, Government of Haryana would use these details to communicate with the bidder in case of issuance of addenda etc.

3. EARNEST MONEY DEPOSIT

- a) The Bids shall be accompanied by an **Earnest Money Deposit of INR 50,00,000/- (Rupees Fifty Lakhs only) in favour of Transport Commissioner, Haryana** in the form of Bank Guarantee from a Nationalised Bank of India valid for six months from the date of submission of bid, **"Form c) – Earnest Money Deposit"**. Copy of EMD as Bank Guarantee is must to be uploaded along-with the submitted bid. Original EMD as BG is required to be submitted to the Transport Commissioner office before opening of the submitted bid.
- b) A Bid which is not accompanied by such Earnest Money Deposit as per 3(a) will be construed as non-compliant bid and shall be rejected.
- c) The Earnest Money Deposit of the unsuccessful Bidders will be returned without any interest by Transport Department, Government of Haryana, after deciding the successful bidder.
- d) The Earnest Money Deposit of the successful Bidder will be returned upon signing of the Contract by the successful Bidder and furnishing the Performance Bank Guarantee of Rs. 3(three) Crores in form of the Bank Guarantee
- e) A Bidder shall forfeit Earnest Money Deposit in favour of Transport Department, Government of Haryana in case, such Bidder -
 - fails to start the work as may be indicated in the Letter of Acceptance or fails to start execution the contract within a period of 15 (fifteen) days from the date of issue of the Letter of Acceptance;
 - without the written consent of Transport Department, Government of Haryana has withdrawn its Bid during the validity period of the Bids and any extensions thereto;
 - after opening of the financial bid, alters the quoted rates/conditions in the Bid;
 - fails to provide /furnish the Performance Bank Guarantee of Rs 3 Crores to Transport Department, Government of Haryana within stipulated period mentioned in the Letter of Acceptance.
- f) The work for establishment of ATS centre shall commence immediately after the handing over of possession of the land to the successful bidder. If the delivery of possession of the land is delayed, for any reason whatsoever, then the work shall be reckoned to be started from such delayed date. The date of operation of the Test Centre for 15 (fifteen) years will start from the date of start of commercial operation of the Centre after authorization granted by Transport Department, Government of Haryana, for the respective ATS Centres.
- g) The Performance Bank Guarantee of the successful Bidder will be returned after 16 years or 21 years depending upon extension for five years, if any, as the case may be, from the date of start of commercial operation and upon satisfactory performance of all years of operation of the Centres from the start of commercial operation of the respective ATS Centre's.

- h) In case of the extension of the Bid validity period in the manner stated in Clause 9, the validity of the Earnest Money Deposit shall be extended for a further period of 60 (sixty) days, accordingly.

4. SUBMISSION OF BIDS

The tender documents are available on e-procurement portal of Haryana i.e. at.....Bids have to be submitted through the e-Procurement Portal only. The bid shall have a Technical Bid and a Financial Bid.

The bidder shall carefully go through the tender and prepare the required documents and upload the scanned copies of document in the technical bid as per prescribed format stated in the RFP, in support of eligibility criteria and qualification information along with the scan copy of the Tender Fee demand draft and Earnest Money Deposit.

All the notification & details terms and conditions regarding, this tender notice hereafter will be published online on e-tendering website <https://etenders.hry.nic.in>. The guidelines to download the tender documents and online submission of bids and procedure of tender opening can be downloaded from e-procurement portal of Haryana i.e. at The bidders are advised to contact the toll-free number of e-Tendering website for any assistance.

The 'Online bidder' shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. The Transport Commissioner, Haryana State, reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

5. PART –1: THE TECHNICAL BID

- a) Technical Bid shall contain the following duly filled Forms:

Form a) Letter for Submission of Technical Proposal

Form b) Letter of Undertaking

Form c) Earnest Money Deposit

Form d) Performance Bank Guarantee (copy of the format)

Form e) Deviations Suggested

Form f) Detailed Technical Specifications

Form g) References

Form h) Service Support

Form i) Bidder's Organisation, Company Profile and Sub-Contractors

Form j) Description of Approach, Methodology, Work and Training Plan

- b) Further, the Technical Bid must include a Performa copy of the Financial Bid, without any information on the prices. The purpose of this copy of the Financial Bid included in the Technical Bid is to ensure that Bidder has followed the format provided for the Financial Bid and has not included any additional terms and conditions as part of its Financial Bid. In case, any information on prices is included in this copy of the Financial Bid, Transport Department, Government of Haryana may disqualify the Bidder and reject its Bid.

6. PART-2: THE FINANCIAL BID

- a) Bid shall contain, duly filled and signed by an authorized person from the Bidder's Company.
- b) The Bidders shall quote for the vehicle fitness testing fee (VFTF) to be charged from the vehicle owners, for conducting the fitness test through automated vehicle testing equipment in Automated Testing Station (ATS) Centre for the following two categories separately :

Category of the vehicle	Vehicle fitness testing fee (VFTF) in INR
3 Wheeler / Light Motor vehicle (LMV)	X
Medium Motor vehicle(MMV) / Heavy Motor Vehicle(HMV)	Y

Selected Bidder shall collect from Vehicle Owner "Vehicle Fitness Testing Fee. The fee as mentioned under CMVR Rule 81 which, presently, for 3 Wheeler/LMV category of vehicle at automated Centre is INR 600/- and for MMV/HMV category of Vehicle at automated Centre is INR1000/-, or other fee rates in this respect applied from time to time, shall continue to be charged by the State Government.

The bidder shall be entitled only to the vehicle testing fees quoted by him independent of the above CMVR mentioned fees. The bidder will get his vehicle testing fee as the amount to cover the cost of automation and technology utilized by him for conducting the testing or providing value added services. The population of two wheelers transport vehicles is very negligible hence the bidder shall not quote separate bids for this category of vehicles. He will charge the CMVR notified rates for these vehicles. At the same time, it is made clear that the bid will be quoted regardless of the source of power i.e. diesel/petrol/CNG/electric, of the vehicle.

- c) The "X" and "Y" are the Automation Fee for 3 Wheeler/Light Motor vehicle (LMV) and Medium Motor vehicle (MMV)/Heavy Motor Vehicle (HMV), respectively and shall be quoted in Indian rupees only by the prospective bidders. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail.
- d) The Selected Bidder shall, during the contract period, levy, collect and appropriate the Vehicle Testing Fee from Users for rendering the specified services of conducting Vehicle Fitness Test as per CMVR.

7. DEVIATIONS

- a) In case the Bidder fails to respond to any of the requirements, the Bidder is given the opportunity of explaining why the proposed solution is equivalent or better to the Minimum Requirement by filling document "Form e) Deviations Suggested".
- b) In case, Transport Department, Government of Haryana finds any deviation which is not declared as part of the deviation statement submitted by the Bidder, Transport Department reserves the right to reject the bid without assigning any reasons.

8. AMENDMENT TO TENDERDOCUMENT

- a) Addenda / Corrigenda to the Tender Document may be issued by Transport Department, Government of Haryana, prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the Tender Document. Transport Department may at its discretion, extend the deadline for submission of bids.
- b) In case after issuance of addenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify its Bid on the basis of the addenda and the addenda have been taken into account.

9. VALIDITY OF BIDS

- a) Bids shall be unconditional, firm and remain valid and open for acceptance for a period of 120 (one hundred and twenty days) days from the last date of submission of Bids. Any Bid having validity lower than that specified above or without validity shall be rejected by Transport Department as being non responsive.
- b) If a Bidder withdraws or revokes its offer after last date of submission of Bids, the Bidder is liable to be disqualified and the Earnest Money Deposit submitted by such Bidder is liable to be forfeited. Any Bidder shall not be allowed to carry out any revision /correction /modification in its Bid after the last date of submission of Bids.
- c) In case the Transport Department, Government of Haryana, calls the Bidder for negotiations / clarifications then this shall not amount to cancellation or withdrawal of original offer. Transport Department reserves the right to finalize the technical evaluation by conducting such negotiations / seeking clarifications, till the start date/time of the financial bid opening and prior to declaration of technical evaluation.
- d) Date of establishment of ATS Centre at respective locations depending upon date of handing over of suitable land and its site conditions will be mutually decided by Successful Bidder and Transport Commissioner, Transport Department, Government of Haryana, at the time of signing of Contract for the Project

10. CLARIFICATIONS TO BIDDER'S QUERIES

The Bidders are requested to raise their queries, if any, by email at stcharyana@hry.nic.in..... by up to the mentioned time. Transport Department, will address all the queries received from all the Bidders in the Pre-Bid meeting only. Transport Department, reserves the right 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 Transport Department, to respond to any question or to provide any clarification.

11. BID EVALUATION PROCESS

The bidding evaluation process will be as follows:

Earnest Money should be uploaded to the technical bid amount of EMD. The technical bid shall be along with as follow:

- Bank Guarantee of INR 50,00,000/- (Rupees Fifty Lakhs only) as EMD
- Demand Draft of INR 25,000/- (Rupees Twenty five thousand only) for Tender document fees.

Any bid submitted without EMD and Tender document fee will be disqualified.

12. TECHNICAL BIDS OPENING

- a) The technical Bid shall be opened online at Transport Commissioner Office, Transport Department, Government of Haryana, in the presence of the Bidders or their duly authorized representatives who choose to remain present at the time of opening the Bids at the given date and time.
- b) A letter of authorization shall be submitted by the Bidder's representative at the time of opening of Bids. Absence of Bidders or their duly authorized representatives shall not impair the legality of the bid.

13. TECHNICAL BID EVALUATION

- a) During the technical bid evaluation process, Transport Department, may ask clarifications from the bidder through E-mail/ Fax, for confirming and consolidating their technical offers.
- b) All such clarifications are required to be answered by the bidder by e-mail/Fax, within the time specified by Transport Department, Government of Haryana. The signed hard copies of the same need to be submitted to Transport Department and shall be deemed to be the part of the Tender documents.
- c) Only the technically qualified bidders shall be intimated for financial bid opening.

14. FINANCIAL BIDS OPENING

- a) The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified Bidders / their authorized representative, who choose to be present at the time of opening of the financial bids and bid price of all the bidders shall be declared.
- b) Transport Department reserves the right to revise the scope of work or specifications considered necessary in the bid process.
- c) This will be a segregated bid evaluation system.

15. FINANCIAL BID EVALUATION

All valid financial bids shall be evaluated/ scrutinized as per “**Annexure VI - Evaluation Parameters**”

16. DETERMINATION OF THE SUCCESSFUL BIDDER

The Bidder with the lowest share of Automation Fee as per the evaluation parameters shall be deemed as the successful Bidder (“Successful Bidder”) as per the segregated bid evaluation system.

17. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS of the BIDDERS

- a) Transport Department, Government of Haryana reserves the right to accept or reject any bid, and to annul the Tender process and reject all Bids, at any time prior to award of Contract without assigning any reasons for such acceptance / rejection, or to divide the Contract between /amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for dividing the Contract amongst Bidders.
- b) The Bidders shall not have any cause of action or claim against Transport Department for rejection of their bids.

18. EXCLUSIVITY

- i. Subject to and in accordance with the terms and conditions set forth in the Tender, the right of the Successful Bidder to perform, execute and implement the work or any part thereof shall be on an exclusive basis within the project site jurisdiction and the Transport Department, Government of Haryana shall not grant similar right to other parties for a period of ten years. But the State Government shall be at liberty to establish fresh centres in the state. The new centres shall be established through a fresh tendering process subject to sub-clause-ii.
- ii. In case, and at any time during first ten years of the project, after signing of the contract, the Transport Department, Government of Haryana requires the successful bidder to construct and operate additional ATS Centres in addition to the Centres specified under

this tender, then the successful Bidder shall be obliged to undertake such additional work at the same terms and condition agreed under the Contract. However, in case the selected Bidder refuses to undertake such additional work, the Transport Department, Haryana shall be free to either undertake such work at its own or initiate tendering process for award of such additional work as it may deem appropriate.

19. PROCESS TO BE CONFIDENTIAL

- a) Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- b) Any effort by a Bidder to influence Transport Department or any of its functionaries in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning award of contract, may result in the rejection of the Bid.
- c) As part of its Technical Bid, the Bidder shall be required to furnish an undertaking for confidentiality as "Form b) - Letter of Undertaking".

20. PERFORMANCE BANK GUARANTEE

- a) Successful Bidder will submit Performance Bank Guarantee of Rs. 3 Crores to the Transport Department, Government of Haryana at the time of signing of the Contract. Format of performance bank guarantee is given in **form d**).
- b) The Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to comply with the conditions of the signed contract.

21. TERMS OF PAYMENT

- a) Successful Bidder will collect the Vehicle Testing Fee.
- b) In order to take care of increase in operation and maintenance cost, Transport Department, Government of Haryana would allow the Selected Bidder to increase the "Vehicle Testing Fee" every three years by 10% of the prevailing Vehicle Testing Fee for the year i.e. if Vehicle Testing Fee for the prevailing year is Z then Vehicle Testing Fee for the next threeyear will be $Z+10\%$ of $Z = 1.10Z$.
- c) State Government will not authorize any other ATS Centre in the designated area (i.e. territory decided for the respective ATS Centre before signing of the Contract) for conducting fitness test for first ten years of the project. But the State Government shall be at liberty to establish fresh centres after first ten years of the project.
- d) The Transport Department shall have authority to ask the successful bidder to increase the lanes at any specific ATS centre if the number of vehicle demands so.
- e) Transport Department, Government of Haryana shall develop the land and availability of well-constructed approach road up to boundary of ATS Centre, electricity up to metering kiosk, water supply for the Centre, sewage system and suitable arrangements for waste disposal and suitable compound wall with gate.
- f) Transport Department shall provide necessary assistance for getting the approvals from various local authorities such as:
- g) Obtaining fire NOC.
- h) Factory Inspector's approval, if necessary.
- i) Pollution Control Board's approval.

- j) Any other approvals required from State Government for making ATS Centre operational.
- k) Transport Department, Government of Haryana will help in getting the completion certificate from the local authority.
- l) Transport Department shall authorize ATS Centre as "Authorized ATS Centre" under CMVR rule 63 and GSR 652(E) vide dated 23-09-2021, GSR 797 (E) dated 31-10-2022 and its subsequent amendments as issued by Ministry of Road Transport and Highways (MORTH), Government of India
- m) Transport Department will issue required notification to make mandatory for all the vehicles registered in the region (as defined territory for respective ATS Centre) to get tested in the authorized Inspection and Certification Centre only.
- n) ATS Centre shall be authorized to issue the "Vehicle Fitness Test Report" to the Transport Department, who in turn will issue Vehicle Fitness Certificate to the vehicle owner based on the test report generated at the Centre.
- o) **Details of charges of ICAT which are required to be paid by successful Bidder are as follows:-**
 1. Selected Bidder will directly pay to ICAT or any other agency selected by the Transport Department charges @ INR 24 Lakhs as Technical consultancy charges at the time of signing of the Tripartite MoU amongst Transport Department Government of Haryana, ICAT or any other agency selected by the Transport Department, as the case may be, and Selected Bidder for establishing ATS Centres on PPP mode.
 2. Selected Bidder will pay directly to ICAT or any other agency selected by the Transport Department, as the case may be, inspection charges at the rate to be decided by the Transport Department in consultation with the ICAT or any such other agency and the bidder. The decision of the Transport Department shall be final.
 3. Selected Bidder will pay quarterly audit charges at the rate decided by the Transport Department but not beyond 1.85% of the Vehicle Testing Fee collected at the respective ATS Centre which shall be carried out every three months up to 12 months from start of operation. After 6 months, the frequency of audit shall be twice in a year for the period of operation. These audit charges are required to be paid to the audit agency appointed by the Transport Department after conducting audit at every ATS Centre on quarterly basis.
 4. Notwithstanding anything contained herein above in the foregoing paras the Transport Department shall have the right to inspect and observe the working of these stations to adjudge that the stations are working at the standards for which they were established.

Note: The applicable taxes will be extra on the amount payable to the audit agency. The agency would raise invoice for the services in favour of selected Bidder and amount would become payable once services are provided by the agency for the same.

22. LAND FOR ESTABLISHMENT OF ATS CENTRE AT EACH SITE:

The State Government will make allotment as well as provide possession of the required land for establishment of ATS Centre at respective sites to the selected bidder:

Successful Bidder shall make all required arrangements for taking over possession of the land from Transport Department, Government of Haryana, for establishing ATS Centre at the site immediately after issuance of letter of Acceptance (i.e. award of contract) or signing of the Contract for the respective ATS Centre. The land will continue to belong to the State Government. Part of the land may also be allowed for commercial use as per the agreed plan and terms and conditions.

There will be separate agreement between the successful bidder and the State Government / Transport Department, for each ATS Centre.

23. GENERAL

- a) Transport Department 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 Tender Document and/or the selection process or the dates or other terms and conditions relating thereto, suspend and/or cancel the selection process.
- b) The Bidders and their respective officers, employees, agents and advisers must not engage in any collusive TENDER, 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.
- c) With the prior consent of the Transport Department, the selected bidder may set up at its own cost and expense facilities/amenities like, vehicle washing centre, ATMs, cafeterias, lounges, lodging facility etc. at reasonable charges to the convenience of the vehicle owners/ drivers. Provided that establishment of such facilities shall not compromise with the quality of services at the centre.
- d) Subject to Applicable Laws, the Bidder may, with the prior consent of the Transport Department, at its own cost and expense be free to display commercial advertising or hoarding at the Site. All advertising at the site shall also conform to good industry practice. For the avoidance of doubt, it is agreed that the rights of the bidder hereunder shall be subject to Applicable Laws, as in force and effect from time to time, and no compensation shall be claimed on account thereof.

24. LIST OF ANNEXURES

The Annexures to this document are as listed below -

Annexure I: Pre-qualifying (Eligibility Conditions)

Annexure II Bidder's Company requirements

Annexure III: Vehicle Testing Fee

Annexure IV: Bid Evaluation Criterion

Annexure V: Scope of Supply

Annexure VI: Equipment Details

Annexure VII: Acceptance Criteria

Annexure VIII: Operation of the Automated ATS Centre

Annexure IX: General Conditions of Contract (GCC)

Annexure X: Performa for Submitting Bid

The Forms to this document are as listed below -

Form a) Letter for Submission of Technical Proposal

Form b) Letter of Undertaking

Form c) Earnest Money Deposit in the form of Bank Guarantee

<u>Form d)</u>	Performance Bank Guarantee and form of Demand
<u>Form e)</u>	Deviations Suggested
<u>Form f)</u>	Detailed Technical Specifications
<u>Form g)</u>	References
<u>Form h)</u>	Service Support
<u>Form i)</u>	Bidder's Organisation, Company Profile
<u>Form j)</u>	Description of Approach, Methodology, Work and Training Plan
<u>Annexure XI:</u>	<i>Financial Bid Format</i>

Annexure - I

Pre – Qualifying Criterion (Eligibility Conditions)

ANNEXURE – I - PRE QUALIFYING CRITERION

Pre – Qualifying Criterion (Eligibility Conditions) for the Bidders:-

- Bidder would be required to qualify the following eligibility conditions for the evaluation of their technical bids.

Bidder's experience required for eligibility is as follows:**

Sr no.	Qualification Conditions	Documents Required to be Submitted
I.	The bidder / Consortium member must have Valid Manufacturer's Registration Certificate, registered as per applicable Law of the concerned country / Jurisdiction as on the Date of Tender Notification.	Scanned copy of the original Valid Registration Certificates to be enclosed
II.	Manufacturing Company should have experience of manufacturing test lane equipment comprising of 1) roller brake tester, 2) side-slip tester, 3) suspension tester, 4) speedometer and 5) joint play tester	Certificate mentioning the details of all the equipment 1) roller brake tester, 2) side slip tester, 3) suspension tester, 4) speedometer & 5) joint play tester manufactured and supplied to the testing Centre (Either Govt. or Private) issued by the Owner / Authorized Operator of the Testing Centre (Either Govt. or Private) has to be uploaded. The contact details such as email Id, contact no. and address of the authorized signatory should be provided).
III.	Manufacturing Company should have manufactured and supplied at least 100 test lanes comprising of 1)roller brake tester, 2)side-slip tester, 3)suspension tester, 4)speedometer and 5)joint play tester in last ten years out of which at least 50 test lanes must be in last five years	Scanned copy of the original Work done completion certificates issued by the Owner / Authorized Operator of the Testing Centre and details as per Form-E) OR Notarized certificates from the Customers duly signed by their authorized signatories and counter signed by the Bidder as well as equipment manufacturer for assuring its authenticity has to be uploaded).
IV	Manufacturing Company should have supplied Testing Equipment comprising of 1)roller brake tester, 2) Side-slip tester, 3)suspension tester, 4)speedometer and 5)joint play tester to at-least 03 Operational Government owned/authorized test Centres in India and 03 Government owned/authorized test Centres anywhere comprising of at least 01 test lane in the last five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 till date.(Certificate Issued by Concerned Government Authority has to be submitted)	Certificate issued by the Government authority / Authorized operator of the Test Centre has to be submitted. In case of certificate issued by the Authorized operator is submitted for India, in this case copy of Letter of Authorization issued by Govt. authorities (Form39) also has to be submitted).

V	Any Consortium member should have experience of providing operational assistance	Certificate issued by the Government authority / Authorized operator of the test Centre has to be submitted. In case of certificate issued by the Authorized operator is submitted for India, in this case copy of Letter of Authorization issued by Govt. authorities (Form39) also has to be submitted).
VI	Having cumulative experience of government authorised lane operation more than 100 lane years. Lane year will be calculated by adding number of years of operation of each lane. (e.g. lane year = number of lane L1 X number of years + number of lane L2 X number of years +).	Certificate issued by the Government authority / Authorized operator of the test Centre has to be submitted. In case of certificate issued by the Authorized operator is submitted for India, in this case copy of Letter of Authorization issued by Govt. authorities (Form39) also has to be submitted).
VII	Bidder's average turnover should not be less than INR 50 crores in last 3 financial years (2019-20, 2020-21, 2021-22).	Scanned copy of the original audited profit / loss statement of all the last five financial years certified by a chartered accountant only.
VIII	The bidder / any Consortium member must have valid GST No. in India	Scanned copy of the original GST Certificates to be enclosed
IX	The bidder / any Consortium member must have office / branch duly registered in India.	Scanned copy of original registration certificate.

ANNEXURE - II

BIDDER'S COMPANY REQUIREMENT

ANNEXURE –II - BIDDER’S COMPANY REQUIREMENTS

1. Bidder’s Company requirements

1.1 Bidder

- Bidder, will be a single Bidder or Consortium, which has sufficient knowledge of setting up of Vehicle Inspection Centres with respect to Manufacture, Supply, Installation and Commissioning of equipment pertaining to Vehicle Inspection Centres and capability to operate the Centre independently.
- A Bidder may apply individually or in Consortium depending upon their financial capability and technical experience.
- Single Bidder or Lead Member of a Consortium shall not be permitted to participate either in individual capacity or as a member of another Consortium in the same Tender. The Tender form shall be submitted only in the name of the Single Bidder or Lead Member and not in the name of any constituent member.
- In case the majority of the value of the Tender is outsourced the Bidder should be able to provide relevant documents as evidence of possessing a formal agreement with the company supplying the equipment and or providing services for operations.
- The Lead Member of the Consortium would be the purchaser of the Tender document and Transport Department, Haryana would interact only with this Bidder in terms of entertaining him for Tender document clarifications, evaluating him and considering him for selection, award of contract and the subsequent execution of the Concession Agreement.
- Single Bidder or lead bidder or Consortium member (in case of consortium) cannot be Vehicle Manufacturer /Automobile Dealer/Vehicle Service Station /Automobile Spare Part Dealer, and are restricted from setting up of Automated Vehicle Inspection and Certification Centre so that, there shall be no conflict of interest during the course of operations that may arise or may be perceived due to financial or professional interest of an Automated Vehicle Inspection and Certification Centre.
- As per Ministry of Finance, Department of Expenditure, Public Procurement Division Order (Public procurement No. 1) F.No.6/18/2019-PPD dated 23rd July, 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. A certificate of compliance with this order should be submitted by bidder along with technical bid, if applicable. Bidder shall submit the declaration about country of origin for the Quoted equipment in technical bid.
- Transport Department, Government of Haryana may apply the provisions of Public Procurement (Preference to Make in India, Order 2017 issued by Department of Industrial Policy & Promotion & its subsequent revisions vide notification No. P 45021/ 2/ 2017-PP (BE - II) dated 16th Sept’2020 with respect to its various provisions including technology transfer) wherever applicable as per guidelines of Govt. of India.
- A Bidder cannot submit more than one bid.

1.2 Consortium

In case of Consortium the maximum no of members are restricted to 3 (three) only and one out of three members must be defined as the Lead Member, who will be considered as Bidder for the Tender. The information about the Consortium needs to be furnished as per Form g). **Lead member of a consortium shall not be part of any other consortium. Any change in the share holding pattern of the consortium can be carried out only after obtaining the written consent of Transport Department, Haryana.** The Tender form shall be submitted only in the name of the Lead Member and not in the name of any constituent member. EMD shall be submitted only in the name of the Lead Member and not in the name of constituent member.

- Bidder shall be a Single Bidder or Consortium which has sufficient knowledge of setting up of Vehicle Inspection Centres with respect to Manufacture, Supply, Installation and Commissioning of equipment pertaining to Vehicle Inspection Centres and capability to operate the Centre independently.
- A copy of Memorandum of Understanding (MOU) executed by the Consortium shall be submitted by the Lead Member along with the Tender. The complete details of the members of the Consortium, their share and responsibility in the Consortium particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- During the currency of the Tender process change of constitution of Consortium can be allowed with the prior written approval of the Transport Department, Haryana. After the contract is awarded, the constitution of Consortium can be changed during the currency of Concession Agreement with the prior written approval of the Transport Department. Failure to observe this stipulation shall be deemed to be breach of Concession Agreement with all consequential penal action as per Concession Agreement conditions.
- On issue of LOA (Letter Of Acceptance), an agreement among the members of the Consortium (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This Agreement shall be submitted by the Consortium to Transport Department, Haryana before signing the Concession Agreement for the work. In case the Tender fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the Consortium and the Consortium. This Consortium Agreement shall have, inter-alia, following Clauses:
 - ❖ Joint And Several Liability - Members of the Consortium to which the contract is awarded, shall be jointly and severally liable to Transport Department, Haryana for execution of the project in accordance with Concession Agreement. The Consortium members shall also be liable jointly and severally for the loss, Damages caused to Transport Department, Haryana during the course of execution of the Concession Agreement or due to non-execution of the Concession Agreement or part thereof.
 - ❖ Duration of the Agreement - It shall be valid during the entire currency of the Concession Agreement including the period of extension, if any and the maintenance period after the work is completed.
 - ❖ Governing Laws- The Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
 - ❖ Lead Member - Consortium members shall authorize one of the members on behalf of the Consortium to deal with the Tender, sign the agreement or enter into Concession Agreement 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 Tender /Concession Agreement. All notices/correspondences with respect to the Concession Agreement would be sent only to the Lead Member of the Consortium.

- No member of the Consortium shall have the right to assign or transfer the interest right or liability in the Concession Agreement without the written consent of the other members and that of Transport Department, Haryana in respect of the said Tender /Concession Agreement.
- In case one or more of the members of the Consortium is/are partnership firm(s), following documents shall be submitted:
 - (a) Notary certified copy of the Partnership Deed,
 - (b) Consent of all the partners to enter into the Agreement on stamp paper of appropriate value (in original).
 - (c) 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.
- In case one or more members is/are Proprietary Firm or HUF, the following Documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

- In case one or more members is/are limited companies, the following documents shall be submitted:
 - (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into an agreement, authorizing MD or one of the Directors or Managers of the Company to sign Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - (b) Copy of Memorandum and Articles of Association of the Company.
 - (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para. (a) above.

1.3 Bidder's experience required for eligibility is as follows:**

- a) Manufacturing Company should have experience of manufacturing test lane equipment comprising of 1) roller brake tester, 2) side-slip tester, 3) suspension tester, 4) speedometer and 5) joint play tester.
- b) Manufacturing Company should have manufactured and supplied at least 100 test lanes comprising of 1)roller brake tester, 2)side-slip tester, 3)suspension tester, 4)speedometer and 5)joint play tester in last ten years out of which at least 50 test lanes must be in last five years.
- c) Manufacturing Company should have supplied Testing Equipment comprising of 1)roller brake tester, 2)side-slip tester, 3)suspension tester, 4)speedometer and 5)joint play tester to at least 03 Operational Government owned/authorized test Centres in India and 03 Government owned/authorized test Centres anywhere comprising of at least 01 test lane in the last five financial years. i.e., 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 , till date.(Certificate Issued by Concerned Government Authority has to be submitted)
- d) Having cumulative experience of government authorised lane operation more than 100 lane years. Lane year will be calculated by adding number of years of operation of each lane. (e.g. lane year = number of lane L1 X number of years + number of lane L2 X number of years +).

- e) Bidder's average turnover should not be less than INR 50 crores in last 3 financial years (2019-20, 2020-21 & 2021-22).

** Bidder shall produce documentary evidence comprising of Work done completion Certificates preferably from the Government, Details as per Form (e) and submission of notarized certificates from the customer duly signed by their authorized signatories and counter signed by the Bidder as well as equipment manufacturer for assuring its authenticity will also be accepted.

The bidder shall submit a proof of "work" as defined in scope of work in India & Abroad. This information shall be provided in "**Form i) Bidder's Organization, Company Profile**". Bidder is requested to fill "Form e) References" chapter with a list of similar projects handled by him, meaning supply of Test lane equipment, their installation ,commissioning and Operating Vehicle Inspection Centres and providing Equipment and Facilities of the categories mentioned in this document. Bidder is requested to provide a full list of such projects in "**Form g) References**", under the chapter "Similar References". Bidder shall have successfully operated, supplied and installed facilities worldwide of such characteristics. Bidder is requested to provide all supporting documents for experience mentioned in Form e) and similar references.

- 1.4 Bidder is required to provide the information about his company as per "**Form i) Bidder's Organization, Company Profile**"

ANNEXURE - III

VEHICLE TESTING FEE

ANNEXURE- III - VEHICLE TESTING FEE

1. Bidder will do civil construction (either on its own or through a sub-contractor), supply, install, maintain the equipment at ATS Centre at its own cost. Transport Department, Government of Haryana will not make any payment for these activities to the Successful Bidder
2. Bidders are invited to submit their bids for the project and quote the "Vehicle Fitness Testing Fee" for conducting fitness testing through specified equipment at ATS Centre as per Government regulations as well as for data collection purpose.
3. The Bidders shall quote for the vehicle fitness testing fee (VFTF) excluding GST to be charged from the vehicle owners, for conducting the fitness test through automated vehicle testing equipment in Automated Testing Station (ATS) Centre for the following two categories separately :

Category of the vehicle	Vehicle fitness testing fee (VFTF) in INR (excluding GST)
3 Wheeler / Light Motor vehicle. (LMV)	X
Medium Motor vehicle(MMV) / Heavy Motor Vehicle(HMV)	Y

Selected Bidder shall collect directly from Vehicle Owner "Vehicle Fitness Testing Fee as well as GST as applicable The fee as mentioned under CMVR Rule 81 which, presently, for 3 Wheeler / LMV category of vehicle at automated Centre is INR 600/- and for MMV/HMV category of Vehicle at automated Centre is INR1000/- shall continue to be charged by the State Government. The bidder shall be entitled only to the vehicle testing fees quoted by him as well as applicable GST on it, independently of the above CMVR mentioned fees. The bidder will get his vehicle testing fee as well as applicable GST, as the amount to cover the cost of automation and technology utilized by him for conducting the testing or providing value added services.

4. The "X" and "Y" are the Vehicle Fitness Testing Fee for 3 Wheeler / Light Motor vehicle (LMV) and Medium Motor vehicle(MMV) / Heavy Motor Vehicle(HMV), respectively and shall be quoted in Indian rupees only by the prospective bidders. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail. Bidder will quote Vehicle Testing Fees X and Y respectively. It shall quote in Indian rupees only, in round figures (i.e. not in decimals for e.g. testing fee value quoted as 500 is acceptable but not as 500.30) by the prospective bidders. Any bid having Fees quoted in decimals will not be accepted and that bid will be out rightly rejected i.e. will not be considered for evaluation purpose.
5. The Selected Bidder shall, during the contract period, levy, collect and appropriate the Vehicle Testing Fee as well as applicable GST on it, from Users for rendering the specified services of conducting Vehicle Fitness Test as per CMVR.
6. In order to take care of increase in operation and maintenance cost, would allow the Bidder to increase the "Vehicle Testing Fee" after every three years by 10% of the prevailing Vehicle Testing Fee for the three year period i.e. if Vehicle Testing Fee for the prevailing two year period was "Z" then Vehicle Testing Fee for next three year's period will be $Z+10\%$ of $Z= 1.10Z$.
7. The period of Agreement will be Centre-wise and from date of the start of Commercial operation of the Centre and authorisation of Centre by the Transport Department, for 15

years or 20 years depending upon the extension for five years given by the state Government, as the case may be.

8. In case the Transport Department requires the Bidder to undertake, in addition to the Works specified herein:

- (a) Any additional test;

- (b) Providing testing for additional category/type of vehicles;

In such a case, notwithstanding anything to the contrary contained herein, the Bidder shall undertake such additional work.

In case any additional lane is required by the Bidder for complying with the aforesaid instructions, the Transport Department shall provide requisite support to comply with the directions.

ANNEXURE- IV

BID EVALUATION PARAMETERS

ANNEXURE-IV - BID EVALUATION PARAMETERS

1. **Earnest Money Deposit**-All the bids should be accompanied by requisite Earnest Money Deposit.

2. **Bid Evaluation Criteria.**

Transport Department, Haryana proposes to follow the selection criteria and process as described hereafter. However, Transport Department, Haryana reserves the right to modify, delete or add any of the conditions, criteria, at its own discretion.

The selection process will be in two stages. In the first stage the Technical Bids submitted by the Bidders shall be scrutinized and evaluated for pre- qualification.

Stage-I: Technical Qualification Stage

Stage-II: Financial Proposal Stage

The responsiveness shall be determined as given below. Applications which are found to be non-responsive shall be rejected without any further evaluation.

If technical experience certificate/Project Execution Experience are in any regional language, the certified translated copy of these certificates is also to be annexed with the original ones.

FINANCIAL STRENGTH

The Financial Strength would be judged based on the following parameter:

Bidder's average turnover should not be less INR 50 crores in last 3 financial years.

3. **Evaluation Criteria**

- a. **Technical –**

The evaluation of the bids shall be done by Committee constituted for the purpose, referring the information furnished in "Form C, E, F, G, H, I, J". In case, the required information is not provided by bidder, the Committee shall proceed with evaluation based on information provided and shall not request the bidder for further information.

- b. **Financial-**

The annual turnover of the bidder meeting the eligibility criteria as mentioned in clause above.

4. **Right to Collect Vehicle Testing Fee**

The Selected Bidder shall, during the Period of the Concession Agreement, levy, collect and appropriate the Vehicle Testing Fee as well as applicable GST, from Users for rendering the Specified Services of conducting Vehicle Fitness Test as per CMVR.

After the tenure of commercial operation for the respective ATS Centre, successful Bidder shall handover the entire infrastructure and equipment in properly maintained and running condition to the Transport Department, Haryana.

State Government shall decide regarding operation of ATS Centre beyond 15 years. It may extend the Operation Period beyond 15 years for a 5 more year period on mutually agreed terms and conditions.

5. **Criteria for deciding successful Bidder (Lowest):**

Commercial Bid submitted by eligible and technically qualified bidders will be evaluated as below:

The qualified bidders would be communicated in advance the date of opening of the commercial bids. The bidders may choose to attend the same.

- The qualified bidders would be communicated in advance the date of opening of the commercial bids. The bidders may choose to attend the same.
- Transport Department, Government of Haryana, will open the Financial Bid submitted by those bidders whose Technical Bids are technically qualified. Department will check if the Financial Bid has been filled properly and all required information has been provided by the Bidders.
- If there is difference in the price bid quoted in words and figures then price quoted in words will be taken as final figures.
- The eligible and technically qualified Bidder whose quote will be lowest for the vehicle fitness testing fees (VFTF) will be declared as Successful Bidder which will be determined as follows:-**

Automation Fee quoted by Bidder for:-

- Light Motor Vehicles is “X”
- Medium Motor Vehicle(MMV)/ Heavy Motor Vehicle (HMF) is “Y”

Weighted Average for deciding Successful Bidder for “X” will be taken as “0.65” and for “Y” will be taken as “0.35”.

- Formula to be used for deciding lowest quote will be as follows:-

$$0.65 \times (X) + 0.35 \times (Y) = \text{“C”}$$
- Lowest amount “C” arrived at as per weighted average method will be declared as the lowest bidder.**

- Bidder whose weighted average score “C” will be lowest as per above said formula will be declared as the lowest bidder i.e. L1 and accordingly other Bidders will be declared as L2, L3, L4.....etc.
- There would be two bidders who would be selected as the successful bidders for establishing ATS Centres in the State. These Six Centres based on number of lanes are required to be established at these ATS Centres as mentioned at Annexure V – Scope of Supply, will be divided in 60:40 ratio i.e. Bidder who is declared as “L1 BIDDER” will get 60% share of the lanes i.e. “10 lanes” at 3 Centres to be established and Bidder who is declared as “L2 BIDDER” will get 40% of the lanes i.e. “7lanes”at 3 Centres to be established.

But, “L2 BIDDER” will have to match the Fees quoted by “L1 BIDDER”. In case “L2 BIDDER” fails to submit in writing its consent to agree to match the fees quoted by “L1 BIDDER” within 3 working days of the offer made by Transport Department, then all lanes will be allocated to “L1 BIDDER” for establishing the ATSCentres.

- Accordingly, **“Bidder declared as L1”** will be allocated ATS Centres having “13 lanes” to be established in the following Districts:-

Cluster	Districts	LMV Lanes	HMF Lanes	Total Lanes
Faridabad	Faridabad	1	3	4
	Palwal			
Gurgaon	Gurgaon	2	4	6
	Mewat			
Hisar	Fatehabad	1	2	3
	Sirsa			
	Hisar			
Total		4	9	13

“Bidder declared as L2” will be allocated ATSCentres having “9 lanes” to be established in the following Districts:-

Cluster	Districts	LMV Lanes	HMV Lanes	Total Lanes
Rewari	Bhiwani	1	2	3
	Rewari			
	Mahendergarh			
Ambala	Ambala	1	2	3
	Kurukshetra			
	Panchkula			
	Yamuna Nagar			
Karnal	Jind	1	2	3
	Kaithal			
	Karnal			
	Panipat			
Total		3	6	9

- Transport Department, Government of Haryana will declare the lowest bidder as Successful Bidder and will issue LOA (letter of acceptance) to it as expeditiously as possible.

ANNEXURE –V

SCOPE OF SUPPLY

ANNEXURE- V- SCOPE OF SUPPLY

1. Scope of supply:

a. Elements To Be Supplied

The scope of this Tender is to provide the equipment and their installation and integration in the Inspection & Certification Centres in Haryana including operation of the test Centres for 15Years or further extension of 5 years. The equipment to be supplied shall confirm to notification issued by MoRTH vide GSR 652 (E) dated 23-09-2021, GSR 797 (E) dated 31-10-2022 and its subsequent amendments applicable at the time of installation.

b. Centre-wise details of nos. and type of test lanes to be installed in 6 locations are as follows:-

Location wise I& C Centre and type and no. of test-lanes i.e. heavy duty and light duty test lanes are required to be installed are as follows:

S. No.	Location wise ATS Centre	No. of LMV Lanes	No. of HMV Lanes	LAND AVAILABLE (Acre)
1	Ambala	1	2	
2	Faridabad	1	3	
3	Hisar	1	2	
4	Gurugram	2	4	
5	Karnal	1	2	
6	Rewari	1	2	

c. Location wise address of centre Sites are as given below:

- 1) Ambala
- 2) Faridabad
- 3) Hisar
- 4) Gurugram
- 5) Karnal
- 6) Rewari

d. RTO wise Vehicle Population and Vehicle Fitness Details have been provided in Annexure – XII

- e. **List of equipment:** Inspection equipment as mentioned in table below are required for the following Automated Testing Station (ATS) Centres in Haryana state. ATS Centreat6 locations shall have minimum following testing equipment. The final quantity may vary as per the requirements of Transport Department, Haryana.

S. No.	Scope of Supply	Quantity
1	Common Equipment	
i	Bogie Roller Set (Embedded for heavy motor vehicles with multi axles having more than one live axle)	7
ii	Free wheel Trolley (Portable for All wheel Drive Light Motor vehicles)	6
iii	Calibration Equipment set	6
iv	Tyre pressure filler and indicator	22
v	Number Plate Reader Camera (Digital Camera with on line connectivity to the PC)	22
2	Lane Management software for each Centre	6
3	Server, CCTV, Audio paging, LAN Network	
	Light Motor Vehicles Inspection Lane	
i	Roller brake Tester	7
ii	Head light Tester	7
iii	Smoke Opacimeter	7
iv	Exhaust gas analyser	7
v	Speedometer Tester	7
vi	Joint Play Tester	7
vii	Steering gear play detector	7
viii	Suspension Tester	7
ix	Side slip Tester	7
x	Sound level Meter	7
xi	OBD scan tool	7
xii	Test fingers	7
xiii	Insulation Tester	7
	Heavy Motor Vehicles Inspection Lane	
i	Roller brake Tester	15
ii	Head light Tester	15
iii	Smoke Opacimeter	15
iv	Exhaust gas analyser	15
v	Speedometer Tester	15
vi	Joint Play Tester	15
vii	Steering gear play detector	15
viii	Side slip Tester	15
ix	Sound level Meter	15
x	OBD scan tool	15
xi	Test fingers	15
xii	Insulation Tester	15

Respective Centre wise indicative testing equipment requirement is mentioned at Annexure – XIII.

2. RESPONSIBILITIES

The Bidder shall have total responsibility for the process including all phases of design, manufacture, assembly and functional testing of the equipment, shipment, installation, commissioning, integration of systems, system checking for all the elements listed in the current document, operating the Centres for a period of Twenty years.

The Bidder is requested to fill "Form d)" with the detailed specifications of his proposal. If any proposed specification deviates from the Minimum Requirements, the Bidder shall fill a proforma in "Form c)".

All other Forms also need to be filled by the Bidder according to the instructions given in the Tender document.

Additionally, the Successful Bidder for this Tender is also held responsible for:

2.1. Exhaust gas handling system

The suitable exhaust gas handling system shall be supplied, installed & commissioned by the Bidder. The exhaust gas handling system shall maintain proper ventilation inside the test Centre.

Minimum requirements of Exhaust gas handling system are as follows.

- LCV Lane:
Vehicle Exhaust Flow: 550m³/hr
Vehicle Exhaust Temperature: 80°C to 100°C
- HCV lane:
Vehicle Exhaust Flow: 1500m³/hr
Vehicle Exhaust Temperature: 100°C to 110°C

Blower should be designed considering above vehicle exhaust flow & temperature. Dilution of the vehicle exhaust to be carried out considering vehicle exhaust temperature. Suitable extraction unit to be provided along with each blower. Suction Velocity of exhaust at the end of extraction unit is to be in the range of 13-15 m/s. Suitable standard flexible hoses with required length need to be provided. While all blowers in working condition, noise level should be below 80dB inside the test shed.

2.2. Software

Each test lane should be designed to facilitate 3 to 4 individual test positions to achieve the maximum test throughput. The test lane instruments must be designed to achieve the required throughput and duty cycle.

Presently Transport Department, Haryana is using Vaahan/Saarathi software developed by NIC for registration of vehicles and issuing of driving licenses. The Bidder is required to integrate the software to link with above modules for vehicle data. In case if the link is not available lane software should operate in manual mode.

Lane operator software shall have security locks for operator and vehicle. At each test station, test operation will commence after scanning the operator ID. Card

All the displays in the lane shall not display any test results in terms of pass or fail. The test report should be generated automatically after completion of all tests.

Lane management software should have multiple levels of access, viz. programmer/service engineer, test engineer and operator and the software should have

the capability to register the test appointments through web, mail and manually through telephone.

The Bidder shall include report format customization as per requirement of Transport Department, Haryana. Transport Department, will issue the Fitness Certificate to the customers.

2.3. Calibration

Each equipment shall be supplied with all the required calibration certificates.

All measuring devices shall be calibrated and traceable calibration certificates shall be included in the documentation to be delivered by the Bidder. Calibration plan shall be included.

Calibration tools and plan need to comply with International Standards and Accreditation. Calibration facility and traceability to national and international laboratories should be provided

The Smoke Opacimeter Meter and Gas Analyzers shall comply with CMVR Rule 116 (3). For the remaining equipment, in case of non-availability of recognized accreditation agency, the Bidder shall submit thorough explanations on the calibration procedure used.

Calibration equipment shall also be available with the Bidder in order to maintain the required performances of all the testing equipment included in this Tender.

2.4. Climatic Conditions

The Bidder is responsible for the declared performances to be reached under the climatic conditions.

2.5. Health & Environmental Requirements

All above equipment must meet the Environmental, Health and Safety aspects (CE or equivalent). Certificates shall be included in the Documentation. If hazardous material is used please provide MSDS (Material Safety Data Sheet). The bidder is expected to provide all safety systems and the same need to be elaborated in the bid document by the bidder.

2.6. Documentation

Successful bidder is expected to keep manuals 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.

Calibration certificates shall be included in the documentation.

2.7. Project Implementation Team

The Bidder should propose the structure and composition of the team which shall work on implementation of this project. The Bidder shall designate a Project leader who shall be overall responsible for execution of the project and shall act as a single point of contact for Transport Department, Haryana. The resume of the proposed Project Leader as well as the Site Leaders, members of the project implementation team and members of the operational team shall be provided along with details of their experience, skill set, training received, etc.

2.8. Acceptance Tests

Demonstration of the performance of the supplied equipment shall be performed as per tests described in "Annexure VII". The successful Bidder shall provide detailed acceptance procedure during the review meeting with Transport Department, Haryana.

3. EXCLUSIONS

The expenses for consumption of water & electricity, telephone and internet would be borne by the Bidder. After the start of operation, all relevant expenses like payment of bills pertaining to consumption of water and electricity, telephone, internet etc. are to be borne by the operator for the operation period. Generator of suitable capacity would be installed by Bidder. The vendor/operator has to maintain the DG set during the operation period including fuel and repairs.

4. Performance Warranty

- The Bidder shall commit 95% of uptime for all installation.
- The preventive maintenance will be carried out by Bidder, and every three months, the Bidder's representative will be required to inspect the equipment and submit a report on overall health & maintenance status of the equipment.

As Bidder shall be operating the test Centre, he shall ensure that necessary spares, service, preventive maintenance, periodic maintenance, breakdown maintenance are carried out for entire tenure of operation. He shall also ensure that uptime target as mentioned above.

The Bidder is required to have a service support set up in India with sufficient trained manpower. The Bidder is requested to fill the corresponding part of "Form f) Service Support"

4.1. Spares, Consumables & Wear Parts

The Bidder is required to have critical / essential spare parts stored in India.

The Bidder shall ensure availability of essential spare parts & consumables during the operation period.

4.2. Time for Completion

The time allowed for completion of the work will be 18 (Eighteen) Calendar months starting from the 15th day after the date of issue of Letter of Acceptance or from the first day of handing over of the site. Transport Department, Government of Haryana shall fulfil the relevant obligations as mentioned under clause 8.1 of Annexure IX.

It is required that project work of establishing all the test Centres is completed as per the given timelines. If the work at any one site is delayed for whatsoever reason, the successful bidder is required to inform the Project Committee immediately explaining the reason for the delay. Project Committee shall consider all such requests and deliver its decision depending upon the merit of the case.

4.3. The indicative scope of work consists of Civil, Electrical, Fire, Mechanical, and Infrastructural & Utilities activities listed below for each Centre:-

a. Civil & Infrastructural Activities :

- Embankment of roads & road works within the plot area.
- Foundations for equipment with tunnel, pits & ramps
- Pre-engineered Structural works for Test shed
- Plumbing & Sanitary work
- Water tanks : overhead & underground sump
- Signage's & boards

b. Electrical Activities:

i. External Electrical Installation Activities related to:

- HT and LT Panels
- DG sets
- HT Switchgears & panels
- Street lighting
- Earthing

ii. Internal Electrical Activities related to:

- Panels, Switchgears & Low Tension (LT) cabling with ELCB
- Synchronization panels, AMF Panels
- LAN & Communication network
- Test Lanes shed & Offices general lighting, UPS, DG set connections.

c. Fire Detection, Alarm & Protection system:

- **Internal:**
 - Water based wet riser system & sprinkler system in admin building
- **External:**
 - Ring-men fire system
 - Fire hydrant system

d. Mechanical Activities :

- HVAC Activities related to: Comfort and specific air condition for office and test lanes.
- Exhaust system (as per Pollution Control Board norms)
- Equipment piping etc. (Like compressor air)

e. Utilities set up:

- Power supply for general areas
- UPS for data servers.
- Ventilation for Lanes
- Compressor & Distribution panels
- Diesel Generator (DG) set: should house suitable genset in case of power failure
- Panel room: Substation for distribution of power lines to the offices and test lanes.
- Road: Internal roads and peripheral roads within the test Centre for vehicle movement
- Parking: Parking space sufficient for at least one hour waiting for inspection vehicles. Separate parking can be allotted for the vehicles to be tested and for the tested vehicles. And separate entry and exit can be provided for vehicle movement for smooth and cluster free operations.

Monitoring of Civil, Infrastructure activities, Electrical Activities & Utilities set up

1. Civil activities:

- All Civil work for Building, road should be as per CPWD/ PWD norms & materials as per IS standards.
- Density of soil of the levelled land should be measured by Bidder.

2. Electrical Activities:

Bidder should verify all electrical activities & materials used as per IS standards. The electrical installations quality should be checked on the basis of specifications given in PWD work manual.

3. Fire Detection, Alarm & Protection system:

Bidder will verify all Fire system activities as per Fire department norms & materials as per IS standards specified by Fire department.
The Transport Department shall cause the all above works to be monitored to ensure standard.

ANNEXURE - VI

EQUIPMENT DETAILS

ANNEXURE -VI - EQUIPMENT DETAILS & VEHICLE DIMENSIONS

1. Functional Requirements

The Bidder shall have total responsibility for the process including all phases of design, manufacture, assembly and functional testing of the equipment prior to shipment, installation, system checking and functional testing after installation for all its capabilities.

The inspection equipment to be installed is meant to check the correct functioning of all the components of the vehicles involved in the safety of the occupants and the compliance with the emission regulations including meeting all requirements of periodical technical inspection for roadworthiness for in-use vehicles as per Central Motor Vehicles Rule (CMVR) (as amended from time to time), Government of India.

The specifications of the test as well as the equipment to be used have been given elaborately in this tender document. However, these specifications shall have to be equal or better than those mentioned in the MORTH notification GSR 652 (E) vide dated 23-09-2021, GSR 797(E) dated 31-10-2022 and its subsequent amendments as applicable to automated testing stations, at the time of installation of equipment.

The test systems shall require flexibility to facilitate easy implementation of new test functionality, modifications for changes of the law and new vehicle functionality over the life of the test systems.

The equipment selected by the bidder must follow good engineering practices. It should be easy to drive the vehicle on and off the equipment easily without the loss of inspection time. The equipment shall be so designed to avoid the damage to the vehicle under test. Bidder may consider use of roller locking mechanism and use of idling side rollers for this purpose. Any special design feature of the equipment shall be detailed by the bidder in his bid.

1.1. General Purpose of the inspection lane

The purpose of the testing lane is to perform all the tests needed in a standard vehicle inspection station including covering all CMVR requirements. All the equipment defined in this document shall be capable to test the types of vehicles mentioned below.

1.2. Tests to be performed

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

- Three Wheelers
- Passenger Cars(PC) / Taxis
- Light Motor Vehicles (LMV)
- Medium Motor Vehicles (MMV)
- Heavy Motor Vehicles (HMV)

The main tests to be performed are:

- Measurement of braking force in the wheels of each specific axle: To be performed on 3w, PC, LMV, MMV & HMV on the Roller Brake Tester.
- Check of the behaviour of the suspension system in each one of the vehicle's axles for vehicle upto 3.5 tons GVW excluding 3W: To be performed on the Suspension Tester.
- Measurement of convergence and divergence between the wheels of the same axle: To be performed on PC, LMV, MMV& HMV on the Side Slip Tester.
- Inspection of the tolerance existing between the different devices linked with the wheels: To be performed on PC, LMV, MMV& HMV on the Joint Play Tester.
- Checking of free play in steering gear as per CMVR 98 for PC, LMV, MMV& HMV using Steering Gear Play Detector.

- Head lamp beam alignment check: To be performed on PC, LMV, MMV & HMV using the Head Light Tester.
- Measurement of exhaust gas opacity in diesel engines: To be performed on 3W, PC, LMV, MMV & HMV using the Opacimeter as per CMVR 115 (2).
- Measurement of specific components generated in the exhaust gas in Gasoline/ CNG / LPG engine vehicles: To be performed on 3W, PC, LMV, using the Exhaust Gas Analyzer per CMVR 115 (2).
- Vehicle Speedometer inspection: To be performed on 3W, PC, LMV, MMV & HMV using the Speedometer
- Visual inspection, such as reflectors, rear view mirror, Steering system, glass, horn, lights, under body, and interior etc. including all other tests for roadworthiness mentioned in CMVR for in-use vehicles: To be performed on 3W, PC, LMV, MMV & HMV.
- Stationary noise measurement to be performed on 3W, PC, LMV, MMV & HMV using Sound Level meter
- Accessing live parts using IP XXB & IP XXD test fingers for Electric vehicles. Refer AIS-038 (Rev. 1): 2015 for detailed explanation on Test fingers.
- Checking of insulation resistance of Electric vehicles using Insulation Tester.

Typical underbody inspections carried out are listed below:

Visual inspection
Steering play
Chassis /frame integrity
Fuel tank and piping
Exhaust pipe
Catalytic converter (mounting, heat shield damages, presence)
Engine mountings
Battery (terminals, mounting, etc.)
Condition of Tyres including spare tyre
Oil leakages (engine, transmission)
Leaf springs integrity, shock absorbers

1.3. Test Configuration

1.3.1. Inspection Lane Light / Heavy Motor Vehicles

For e.g.

1. Administration Process (Issue of Report and return of the Token)
2. Document Verification
3. Collection of fee
4. Registration of Vehicle manually or through link provided by DoT
5. Issue the token.
6. Test equipment arrangement

Station 1.

- Exhaust Gas measurement
- Under body inspection
- Outer body inspection
- Inside body inspection
- Joint play test
- Steering gear play detection

Station 2.

- Speedometer test
Verification of taxi fare meter. Verification of taxi fare meter is software module for verification of performance of Taxi fare meter only. This is additional requirement over and above CMVR requirement. The calibration certificate number issued by legal metrology department needs to be mentioned in the test report.
- Sound level measurement
- Speed limiter test

Station 3.

- Brake Test
- Weight Measurement
- Side slip test
- Suspension Test
- Head light test

Administration Process

Issue of Report and return of the Token

Bidder can suggest his own sequence of operation.

Inspection sequence Heavy Motor Vehicles

For e.g.

Administration Process

1. Document Verification
2. Collection of fee
3. Registration of Vehicle manually or through link provided by Transport Department
4. Issue the token.

Station 1.

- Exhaust Gas measurement
- Under body inspection
- Outer body inspection
- Inside body inspection
- Joint play test
- Steering gear play detection

Station 2.

- Speedometer test
- Sound level measurement
- Speed limiter test

Station 3.

- Brake Test
- Weight Measurement
- Side slip test

- Head light test

Administration Process

Issue of Report and return of the Token.

Bidder can suggest his own sequence of operation.

2. Technical Description

There shall be both types of inspection lanes i.e. lanes capable of testing Light Motor vehicles up to 3.5 tons GVW and Passenger Cars as well as lanes capable of testing MCV's and HCV's.

- Light Motor vehicles (vehicles less than or equal to 3500 kg GVW)
- Heavy Motor vehicles (vehicles above 3500 kg GVW)

The station, devoted to the inspection of Passenger Cars, Light Motor, Medium Motor and Heavy Motor Transport Vehicles, shall have at least the following equipment and shall fulfil the following requirements.

2.1. Technical Specifications

All the supplied equipment shall meet the European Regulations (Product Safety 2001/95, Electromagnetic Compatibility 89/336 (as amended by 92/31/EEC, 93/68/EEC and 2004/108/EC) as well as the regulation 60950-1:2006 on Safety and Information technology Equipment.

If the equipment does not fulfil all the above regulations, the Bidder shall present all the documents necessary to prove that the regulations met are equivalent.

All the supplied equipment shall be designed to meet the following good engineering criteria:

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

2.2. Common Equipment

The equipment described in this chapter is only used in some cases. Therefore, it will be shared by all the lanes in the ATS Centre.

2.2.1. Free wheel Trolley

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

2.2.2. Bogie Roller Set

Device used to perform correctly Roller Brake Tests or Speedometer Tests on MCV & HCV with multi axle vehicles having more than one live axle.

One set of bogie roller means all the roller frames embedded into the pit to conduct the brake testing and speedometer testing on multi axle vehicles having more than one live axle. Typically number of set of bogie roller depends on test lane layout and positing of equipment within the lane. The bogie rollers are to be suitably 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 1.4 m \pm 0.4 m. Bidder can suggest / use

alternative option for bogie roller if it is possible to test the tandem axle vehicles with 1 bogie roller, provided the purpose of brake and speedometer testing of tandem axle vehicle is served.

Description:

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.

2.2.3. Calibration Equipment Set

Calibration Equipment Set shall be available at the station. Minimum Two point calibration system shall be provided. All the measuring equipment shall be calibrated.

Bidder to suggest, justify and provide calibration equipment and procedures for following:

- Emission measurement system for diesel/gasoline vehicles
- Roller brake
- Speedometer
- Head light tester
- Suspension measurement
- Taxi fare meter
- Side slip tester
- Steering gear play measurement
- Axle weight measurement
- Sound level meter
- Axle weight measurement- calibration for axle weight measurement by renting locally from local laboratories accredited to national or international standard is acceptable

In any case the Bidder may suggest and justify any field calibration procedure for the above equipment. Since all calibration of the equipment will have to be done at the first instance during installation, above items would be required. Subsequently, if any of the calibrating equipment consumables in nature will have to be replenished by the Bidder as a part of the operation.

The Bidder has to suggest, justify and provide calibration equipment and procedures for Steering gear play measurement.

2.2.4. Tyre pressure filler and indicator :

Technical specifications should be:

- Resolution: +/- 1 psi
- Accuracy: ± 0.5 % Full Scale or better

2.3. Inspection Lane - Light Motor Vehicles

Visual Inspection: All visual inspection will be carried out at least as mentioned in CMVR.

2.3.1. Roller Brake Tester

Device devoted to the 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.

This equipment shall be used to test Light Motor Vehicles including Passenger Cars, LCV upto 3.5 tons GVW.

Technical Specifications:

- Rollers for Passenger Cars and Light Motor Vehicles:
 - Maximum measurable brake load is at least of 6kN
 - Provision for lifting and braking of roller for easy exit of vehicle.
 - Difference in left & right braking efficiency
 - Brake load resolution $\leq 100\text{N}$
 - Approximate Testing speed: $5\text{ km/h} \pm 1\text{ km/h}$
 - Suitable roller diameter, length and separation as per the matrix given in clause (2.10) of the Annexure
 - Roller surface
 - Minimum frictional coefficient 0.6
 - Service life – minimum 25000 hrs.
- The measurement accuracy $\pm 1\%$ of the measured.

2.3.2. Axle Weight Measurement

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.

- Technical specifications of the weight system should be:
 - Measuring range: 0 – 3000 kg or better
 - Resolution: 5 kg
 - Accuracy $\pm 1\%$ of reading

Specifications are provided for measuring axle weight either separately or integrated with the equipment.

2.3.3. Semi- Automatic Head Light Tester

Equipment 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. Focusing of Head light tester in front of head lamps, measurement and data transfer shall be done without human intervention. Positioning of head light tester shall be done manually in front of vehicle.

This equipment shall be used to test Light Motor Vehicles including Passenger Cars, upto 3.5 tons GVW.

- Technical specifications:
 - Light Intensity range measure (min): 0-100,000 cd)
 - Illumination Intensity range measure: 0-200 lux
 - Headlight tester must be capable of measuring headlamp with their Centres 500 mm to 1200 mm above ground level.
 - Vertical and horizontal measuring range: $\pm 50\text{ cm}/10\text{ m}$ ($\pm 5\%$)
 - Intensity maximum deviation: $\pm 5\%$ of reading
 - Headlamp tester to be placed on a perfectly surface level/ rails.
 - Maximum deviation of inclination measurement (Vehicle orientation): $\pm 0.1\%$

2.3.4. Speedometer Tester/ Speed Governor Tester

Device used to measure the functioning of the speedometer of the vehicle. It measures speed and distance covered by a vehicle.

- Technical Specifications:
 - Provision for lifting and braking of roller for easy exit of vehicle.
 - Suitable roller diameter, length and separation as per the matrix given in clause (2.10) of the Annexure
 - Measuring range: 20 – 160 km/h

- Resolution: 1 km/h
- Accuracy ± 1 % of indicated reading
- Separate speedometer to be provided for 3 wheeler

2.3.5. Joint Play Tester:

Equipment 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 Motor Vehicles up-to 3.5 tons GVW.

Technical Specifications:

- Maximum force per plate is at least of 6kN
- Maximum movement on each side : 50-100mm (Hydraulic)

2.3.6. Electronic Steering Gear Play Detector:

Equipment devoted to check the free play in steering gear as per Central Motor Vehicle Rule 98

- Technical specifications:
 - Capable of measuring angular movement : ± 30
 - Recording mechanism to measure wheel movement against steering movement.

2.3.7. Suspension Tester

Equipment devoted to check the behaviour 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.

This equipment shall be used to test Passenger Cars including other Light Motor Vehicles upto 3.5 tons GVW.

- Technical specifications:
 - Amplitude of excitation : 6.5 mm +/- 5 mm
 - Measurement accuracy $\pm 1\%$ of the wheel load

2.3.8. Side Slip Tester

Equipment devoted to the measurements of alignment of the wheels of a same axle. This equipment shall be used to test Passenger Cars and Light Motor vehicles upto 3.5 tons GVW.

- Technical specifications:
 - Suitable dimension of track plate length, weight and height
 - Measuring range: ± 20 m/km
 - Measuring resolution: 1 m/km
 - Accuracy shall be ± 1.0 m/km

2.3.9. Sound Level Meter.

The specifications for sound level meter will be as follows:-

- Recommended as per IEC 60651 /IEC 61672 1
- Measuring level ≥ 30 dB to ≤ 120 dB
- Frequency A & C
- Accuracy - ± 1.5 dB
- Tripod stand mounted

- Build battery for power source of charging from outlet of 220V AC and USB

2.3.10. OBD Scan Tool

- o Technical Specifications
 - Must be a hand held scan tool which is compatible across all vehicle classes viz. passenger cars, Motor 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.

2.3.11. Test Fingers

- o Technical specifications:
 - IP XXB & IP XXD test fingers

2.3.12. Insulation Tester For Electric & Hybrid-Electric Power Train Vehicle Only)

- o Technical specifications:
 - Rated measuring voltage: upto 1000V DC/AC (45 to 65Hz)
 - Measuring range: 10k Ω to 100M Ω or better
 - Accuracy: upto 10M Ω \pm 2% of reading & above 10 M Ω \pm 5% of reading
 - Measurement categories: CAT III 600V
 - Display: Digital count display
 - Protection grade: IP40
 - Compliant to: EN61010
 - Operating temperature: -10°C to +50°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

2.4. Inspection Lane Heavy Motor Vehicles

All visual inspection will be carried out at least as mentioned in CMVR.
All the equipment shall be able to test Medium and Heavy Motor Vehicles.

2.4.1. Roller Brake Tester

- o Technical Specifications
 - Maximum measurable brake load is at least of 40 kN.

- Difference in left & right braking efficiency
- Suitable roller diameter, length and separation as per the Matrix given in clause (2.10) of this rule
- Roller Surface
 - Minimum frictional coefficient 0.6 (supporting documents needs to be provided)
 - Service life – minimum 25000 hrs
- Brake load resolution $\leq 100\text{N}$
- Approximate Testing speed: minimum 2.5 km/h
- Measurement accuracy within $\pm 2\%$ of the measured value.
- Provision for lifting and braking of roller for easy exit of vehicle.

2.4.2. Axle Weight Measurement

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.

- Technical specifications of the weight system should be:
 - Measuring range: 0 kg – 15000 kg
 - Resolution: 5 kg
 - Accuracy $\pm 1\%$ of the reading

2.4.3. Semi-Automatic Head Light Tester

Equipment 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. Focusing of Head light tester in front of head lamps, measurement and data transfer shall be done without human intervention. Positioning of head light tester shall be done manually in front of vehicle. Rails of Headlight tester should be levelled.

- Technical specifications:
 - Light Intensity range measure: 0-100,000 cd
 - Illumination Intensity range measure: 0-200 lux
 - Headlight tester must be capable of measuring headlamp with their Centres 500 mm to 1500 mm above ground level.
 - Vertical and horizontal measuring range: $\pm 50\text{ cm}/10\text{ m}$ ($\pm 5\%$)
 - Intensity maximum deviation: $\pm 5\%$ of reading
 - Headlamp tester to be placed on a perfectly level surface /rails.
 - Maximum deviation of inclination measurement (Vehicle Orientation: $\pm 1\%$)

2.4.4. Speedometer Tester

Device measure the functioning of the speedometer of the vehicle .It measures speed and distance covered by a vehicle. To be integrated into roller brake tester if possible.

- Technical specifications:
 - Maximum load capacity per axle, minimum 18 T
 - Measuring range: 25 – 100 km/h
 - Resolution: 1 km/h
 - Accuracy $\pm 1\%$ of indicated reading
 - Suitable roller diameter, length and separation as per the matrix given in clause (2.10) of the Annexure
 - Provision for lifting and braking of roller for easy exit of vehicle.

2.4.5. Joint Play Tester:

Equipment 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.

- Technical Specifications:
 - Maximum force per plate is at least of 30 kN
 - Maximum movement on each side: 100mm (Hydraulic)

2.4.6. Electronic Steering Gear Play Detector:

Equipment devoted to check the free play in steering gear as per Central Motor Vehicle Rule 98

- Technical specifications:
 - Capable of measuring angular movement : $\pm 30^\circ$
 - Measurement accuracy $\pm 2\%$ of full scale deflection
 - Recording mechanism to measure wheel movement against steering movement

2.4.7. Side Slip Tester:

Equipment devoted to the measurements of alignment of the wheels of a same axle.

- Technical specifications:
 - Measuring range: ± 20 m/km
 - Accuracy shall be ± 1.0 m/km
 - Suitable dimension of track plate length, weight and height

2.4.8. OBD Scan Tool

- Technical Specifications
 - Must be a hand held scan tool which is compatible across all vehicle classes viz. passenger cars, Motor vehicles etc.
 - Compliant to : OBDII/EOBD/HD-OBDD/WH-OBDD 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.

2.4.9. Test Fingers

- Technical specifications:
 - IP XXB & IP XXD test fingers

2.4.10. Insulation Tester For Electric & Hybrid-Electric Power Train Vehicle Only)

- o Technical specifications:
 - Rated measuring voltage: upto 1000V DC/AC (45 to 65Hz)
 - Measuring range: 10k Ω to 100M Ω or better
 - Accuracy: upto 10M Ω \pm 2% of reading & above 10M Ω \pm 5% of reading
 - Measurement categories: CAT III 600V
 - Display: Digital count display
 - Protection grade: IP40
 - Compliant to: EN61010
 - Operating temperature: -10°C to +50°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

2.4.11. Sound Level Meter.

The specifications for sound level meter will be as follows:-

- Recommended as per IEC 60651/ IEC 61672 1
- Measuring level \geq 30dB to \leq 120dB
- Frequency A & C
- Accuracy - \pm 1.5 dB
- Tripod stand mounted
- Build battery for power source of charging from outlet of 220V AC and USB
- The location of the Sound Level Meter to be clearly marked on the test station.
- Resolution: 0.1 dB

2.5. Emission Equipment for each Light as well as Heavy Duty Lane:

2.5.1. Opacimeter

Equipment devoted to the measurement of exhaust gas opacity in diesel engines. This equipment shall be used to test diesel fuelled vehicles as per CMVR 115/116 or AIS 137

- o Technical specifications:
 - Equipment shall comply as per the requirements mentioned in the 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.
 - The device shall perform the free acceleration test measurements using partial flow techniques.
 - The equipment software shall allow changing the inspection procedure when necessary.
 - Facility for calibration using neutral density filter, the value of which is known to better than 0.05/m and is traceable to national / international standard
 - The equipment shall be able to measure the following variables (measuring units to be used in brackets):
 - Opacity (%) or absorption (m⁻¹)
 - Oil Temperature (°C)
 - Revolutions per minute (rpm)
 - The equipment shall have capability to interface all above specified data to control panel.
- o **Technical specifications:**

- The effective length of the chamber shall be 0.43m. +/- 0.005m
 - Measuring range:
 - Opacity: 0 – 99 % (0-10/m)
 - Absorption: 0 – 9.9 m-1
 - Oil Temperature: 0 – 150 °C
 - RPM Counter: 400-6000 rpm
 - Resolution:
 - Opacity: 0.1 %,
 - Absorption: 0.01 m-1
 - Oil Temperature: 1°C
 - RPM Counter: 10 rpm
 - The accuracy of smoke measurement shall be $\pm 0.1/m$
 - The accuracy allowed when measuring the oil temperature shall be $\pm 2^\circ\text{C}$.
 - The temperature sensor shall be suitable for different types of diesel vehicles with variable oil dip stick length & suitable holding arrangement.
 - The sensor length shall be minimum 2m with cable length minimum 5m with metal braiding/conduit for ruggedness.
 - The engine rpm measurement must have an accuracy of ± 20 rpm or ± 2 % of the reading, whichever is greater. The sensor preferably battery operated having cable length minimum 5m with metal braiding/conduit for ruggedness.
 - The maximum deviation allowed by the Opacimeter shall be determined by the regulations it must meet.
- 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 or AIS 137

2.5.2. Exhaust Gas Analyser

This equipment will be used for measurements of exhaust emissions of gasoline, CNG and LPG vehicles as per CMVR 115/116.

- 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, CO₂ and O₂ 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_x.
- The software of the equipment shall allow the modification of the inspection system when necessary.
- This equipment shall have an rpm counter.
- The equipment shall be able to measure the following variables (measuring units are indicated in brackets):
 - CO Concentration (%)
 - CO₂ Concentration (%)
 - HC Concentration (ppm)
 - O₂ Concentration (%)
 - Lambda Value
 - Revolution counter (rpm)
- The equipment shall transmit automatically all the data above specified to a PC and to a centralized storage system once the test is over.

- **Technical specifications:**

- At least, precision type I.
 - Measuring range:
 - CO: 0 - 10 %
 - CO₂: 0 – 16%
 - HC: 0 – 10000 ppm in Hexane
 - O₂: 0 – 21%
 - NO_x: 0 – 4000 ppm
 - Lambda: 0.7 to 1.7
 - RPM counter : 400- 8000 rpm
 - Resolution:
 - CO: 0.01%
 - CO₂: 0.1%
 - HC: 1 ppm
 - O₂: 0.02% for measured values ≤ 4% values & 0.1% for measured values ≥ 4%
 - NO_x: 1 ppm
 - Lambda: 0.001
 - RPM counter: 10 rpm
 - Response time shall be less than 15 sec with probe for 0 to 95 % for CO, HC and CO₂ and less than 60 sec. for O₂.
 - The maximum deviation allowed in the gas analyzer shall be the ones indicated in Regulation ISO 3930:2000.
 - The maximum deviation allowed in the rpm counter shall be ± 20 rpm or ±2 % of the reading, whichever is greater.
 - Probe to be mechanically clamped to the tail pipe for the suitable analysis of the exhaust gases.
 - Ambient air quality should not be disturbed to exhaust due to exhaust gas emission. Suitable mechanism to be incorporated for extraction of exhaust gas from the shed.
- Specifications shall meet the requirement as given in TAP document and approved by authorized test agency for use in India
 - Must be certified as per MoRTH/CMVR/TAP 115/116.

2.6. Safety Systems

2.6.1. Personal safety systems

All the equipment supplied shall 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.

2.6.2. 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. This clause refers to the situation of total shut down of electricity supply. In such case testing of vehicles on equipment will be stopped but once the total power supply gets restored the testing should be resume from the position of vehicle without any data loss.

2.7. IT Platform

The equipment described in this document shall comply with the following requirements:

- Selection of vehicle category as defined above such as PC to Multi axle vehicles etc.
- Data Acquisition and results shall be performed directly by the equipment and its control computer, and sent to a central storage PC for final evaluation without the intervention of the user
- All results shall be traceable, with information regarding the operator involved in each test and step of the inspection process
- The data and traceability shall be secured, and a record of the actions made and the results obtained shall not be editable and should be tamperproof.
- The storage of all data and results shall be secured, and shall not be physically accessible by the users/operators. The central server in the station should have access to all the data generated from the test lanes in a structured manner as may be decided by Transport Department, Haryana from time to time.

Minimum hardware requirements: PC per lane, upgradability for additional lanes/test benches. LAN or higher communicating networks, server with sufficient and reliable storage capacity, printer/s for test report printing and Sticker printing etc. to be expandable.

Each station must have capability of reading RFID/smart card/equivalent device.

Various MIS reports need to be generated for Transport Department, Haryana. Format of these reports would be finalized during meeting with Haryana Transport Department, for the report generation, the server room shall have a printer.

The system shall be equipped with the data mining, data back-up and archiving capability.

The software shall have the calibration and maintenance plan for each equipment of the lane incorporated. The software shall display the same at the computer to inform the lane operator for the same in advance by display warning signals. The calibration data shall be stored in the central computer. All measurements shall be in Metric System. Measured value of each test to be provided in the test report along with permissible range.

The Bidder is expected to incorporate all the required equipment like RFID card Reader, PASS Sticker printing, Individual PC at each test lane, CCTV, Audio paging at each lane, Operator ID and Registration plate number (RFID/ IR) sensor at each station of lane, Digital Camera at test shed entry point, Under body inspection Hand Held Terminal (HHT) either wired or wireless need to be communicated to the main control PC, central server and with sufficient storage system.

IT equipment as well as required Software are required to be installed at the ATS Centre as per specifications mentioned in notification issued by MORTH vide GSR no 652(E) dated 23-09-2021, GSR 797 (E) dated 31-10-2022 and its subsequent amendments applicable at the time of installation of IT equipment.

2.8. Software considerations

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.

The database must be stored in SQL data management software platform to enable easy exchange and analysis of data with other platforms. The Bidder should develop suitable software from time to time as required by Transport Department, Haryana with an overall objective of meeting the test requirements, the operation of the Centre and meeting all the requirement of regulating authorities.

Each input, whether automatic or manual shall be identified with the inspector's reference and stored together with all the results of the tests performed on the vehicle which shall be transmitted automatically to the central unit. The inspection pass fail criteria of a test must be automatic and not editable by the inspector.

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

- Roller brake tester
- Opacimeter
- Exhaust gas analyzer
- Speedometer
- Head light tester
- Suspension tester
- Side slip tester
- Joint Play Tester
- OBD Scan Tool

The software shall 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.

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

The software shall 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 shall 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. The printout and the software operation shall be developed as required by Transport Department, Haryana from time to time. 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.

The Bidder shall provide one computer per phase to be installed in the inspection zone. The Bidder shall provide a central unit and the network that links all the computers in the station.

2.9. Suitable hardware to be provided at each Centre

- PC & Server
- Printers
- Number plate reader camera for each lane
- Surveillance Camera (Digital Camera) at each lane
- Smart TV with CCTV viewer Installed to view CCTV display
- Network video recorder.

2.10. Characteristics of Vehicles to be Tested

Characteristics of Vehicles to be tested

Basic vehicle fleet characteristics have been determined and summarized here. Publicly available data has been used to estimate the minimum and maximum dimensions of vehicles to be inspected in the test lanes. Please refer table below.

The vehicles which are required to be subjected for inspection in the vehicle inspection at the proposed test lanes at all the Centres shall comprise mainly of Diesel/Gasoline/CNG/LPG fuelled– Trucks, Buses, and Taxis. The Bidders are requested to

take note of this and provide suitable equipment to the lanes for testing these kinds of vehicles.

The general classifications of these vehicles, for purposes of this summary, can be broadly defined such as:

Passenger cars/Taxis –Vehicles used for general transportation of occupants and having a GVW of less than 3500 Kg. This general category can include light passenger trucks not intended for commercial use.

Trucks/ Buses – Heavy Motor lane shall be capable to conduct the test on heavy Motor vehicle having 2/3/4 axles and more than GVW 3500 Kg.

Characteristics of Vehicles to be tested

Sl. No.	Details	3-Wheeler		Quadricycle		4-Wheeler (M1, N1)		4-Wheeler LCV (M2, N2)		HCV (M3, N3)			
		Min	Max	Min	Max	Min	Max	Min	Max	Trucks (N3)		Bus (M3)	
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.	Kerbwt 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

Please note: Special Purpose Vehicles / Trailers will not be tested in these Centres and only their Prime Mover will be tested for fitness.

ANNEXURE - VII

ACCEPTANCE CRITERIA

ANNEXURE – VII - ACCEPTANCE CRITERIA

Acceptance Test shall be done in two steps, such as:

1. Pre dispatch inspection at the supplier site for equipment before shipment
2. Acceptance of the supplied equipment on-site

1. PRE DISPATCH INSPECTION – ACCEPTANCE

Pre- dispatch Inspection team consisting a team of 4 persons including one member of ICAT (being technical consultant for this Project) or other consultant appointed by Transport Department Government of Haryana shall conduct Pre dispatch inspection of main testing equipment (the actual equipment to be supplied) before their dispatch to the respective ATS Centre's site., at the Supplier's place. This inspection shall be for a period of one week. All expenses related to travel tickets and stay arrangements including boarding will be borne by the bidder will be borne by the bidder. This Pre-dispatch activity will include:

- Pre dispatch inspection of Roller brake tester
- Pre dispatch inspection of Suspension tester
- Pre dispatch inspection of Speedometer tester
- Pre dispatch inspection of Side slip tester
- Pre dispatch inspection of Joint Play detector
- Pre dispatch inspection of Steering Gear Play detector
- Pre dispatch inspection of Head light tester
- Pre dispatch inspection of sound Level Meter

The Pre dispatch inspection visit will imply:

- Visual inspection of the actual equipment
- Inspection of the testing equipment when running a real vehicle.
- Inspection of the calibration procedure.
- Verification of the equipment to certify that it fulfils the real needs of the Vehicle Fitness Test Centre.

All calibration certificates should be available to Transport Department by the time of Pre dispatch inspection.

For Gas Analyzers and Smoke meter (Opacimeter) the Bidder, at its own cost, will be required to provide certification as per local and CMVR rules 116 (3) by the time of final on-site acceptance.

Remaining equipment shall be calibrated as per International Standards by an accredited certification agency. In case this is not available for some equipment, the Bidder is required to thoroughly explain the calibration procedure used, and to submit all required traceability information

All the previous information is also required for the calibrating equipment itself.

ICAT being Consultant, will give its Pre-dispatch inspection report to the Transport Department (Regulatory Wing), who will further direct the Bidder to dispatch the equipment to the ATS Centres.

Pre dispatch Inspection will be done only once and only One Centre equipment would be inspected. Bidder will submit in writing to the Transport Department that equipment for other

Centres will be supplied with the same specifications, which can be cross checked by ICAT at the time of Installation of equipment at the respective ATS Centres.

2. COMMISSIONING - ACCEPTANCE TEST:

These test shall be conducted by International Centre for Automotive Technology (ICAT) as Project Consultant to Transport Department, Haryana will do the following test as part of commissioning process to ensure that Centre is ready to conduct vehicle fitness tests.

- Calibration certificate will be checked with the serial numbers of the equipment installed on site.
- A full recalibration will be done on-site.
- Validation of the sensors (bridges, connectors, identification).
- Validation of the software.
- Connections and validation of power supply.
- Validation of system.
- Validation of calibration plan during the agreement period.
- Validation of the provided documentation.

3. FINAL ACCEPTANCE

After complete commissioning, the following tests will be performed:

- Values obtained in the calibrations will be checked to be admissible.
- The correct running of the software and data dump will also be checked.
- Inspections will be undertaken with different type of vehicles to prove that operation and results of the equipment fulfils the requirements demanded in this tender document.

These tests might be used to validate the complete system. Bidder will ensure that there are proper vehicles and drivers required to perform the tests.

These acceptance will be conducted by ICAT as Project Consultant as well as Test Agency under CMVR Rule 126, before ATS Centre starts fitness testing of Public Vehicles

ANNEXURE - VIII

OPERATIONS OF THE AUTOMATED ATS CENTRES

ANNEXURE – VIII - OPERATION OF ATS CENTRE

A. Operation of Automated I &C Centre

The Bidder is required to operate the Centres for a period of fifteen years or twenty years after extension for five years, as the case may be, from the date of authorization letter received by successful bidder from Transport Department, Haryana. The operation of the Centre shall include manpower required for providing following services:-

- Operating test lane equipment.
- Maintenance of the test lane equipment
- Providing required consumable including electricity, gases, fuel, spares and all other associated costs etc.
- Guidance to Transport Department, Haryana team for test Centres operation
- Generation of test reports and sending it to the RTO.
- All other services which include housekeeping, security and maintenance of construction, utilities. Successful bidder shall provide manpower for administration, drivers and operators required for lane operation.
- The successful bidder shall be permitted to put up advertising boards, providing additional customer facilities like vehicle washing, vehicle repairs, Bank ATM's, lodging facilities etc, which increases the viability of the Project. The Bidder would be required to carry out the retesting of the failed vehicles as per the norms set by the government from time to time.
- The no of hours of operation of the Centre shall at minimum be for 8 hrs. on every working day. Bidder may increase the no of working hours per day to 10hrs /12hrs /14 hrs /16 hrs or so as to meet the testing demand made by the vehicle owners.

The Selected Bidder shall be responsible for collection of fitness test fees as per fees notified by the State Transport Department as well as GST as applicable on it, for testing of Vehicles at Automated Testing Station (ATS) Centres under PPP project on BOOT model. Transport Department, Haryana will be responsible to issue fitness certificate and the pass/fail sticker to the customer. The Bidder shall deploy requisite number of trained staff to provide above services based on Single shift operation or Double shift operation based on the number of vehicles to be tested.

All the all eligible vehicles for fitness testing of the region (to be defined for every Centre before signing of the agreement) requiring fitness certificates will be tested in the ATS Centre being established by Transport Department, Haryana. No manual testing will be carried out by Transport Department, in that region if the Centre is operational. One officer of the Transport Department, will be available at the Centre for issuing the Fitness Certificate.

The successful bidder shall carry out following minimum activities at ATSCentres.

- Handling of test vehicle
- Automated testing of vehicle as per process defined in GSR 652 (E) dated 23-09-2021, GSR 797 (E) dated 31-10-2022 and its subsequent amendments
- Automatic generation of Test Reports

RTO official shall issue the duly signed fitness certificate and the pass/fail sticker to the vehicle owner.

B. The Bidder is required to operate ATS test Centres. The bidder should be able to do the following for running of operations of the automated ATS Centres:-

1.1. Equipment and vehicle testing management.

- 1.1.1. Bidder should have experience of running computerized inspection Centres.
- 1.1.2. The Bidder should have the experience of inspecting the range of all type of vehicles from light Motor vehicles to heavy Motor vehicles.
- 1.1.3. The bidder should have successful track record of operating the lanes and testing the vehicles.

1.2. Manpower management

- 1.2.1. The bidder should be able to deploy required manpower like Trained Technicians, Supervisors, drivers with license and the experience at the Centres for operation of the equipment, testing of vehicles and generating a Test report. The manpower requirement at minimum for each Centres would be such as: lane supervisor, lane operators, drivers, IT engineer, required no. of technicians etc.
- 1.2.2. The successful bidder is expected to provide experienced manpower for carrying out vehicle testing as per CMVR and as per best international practices followed elsewhere.
- 1.2.3. Bidder shall provide necessary manpower as deemed fit by him. Bidder shall provide CV's of the personnel identified by him for this purpose.
- 1.2.4. The bidder should provide the team of operators for smooth and efficient running of Centres and maintain the record of manpower working in the Centres. The bidder is required to furnish the details of manpower utilization periodically.
- 1.2.5. The bidder is required to comply with the legal requirements of deployed manpower as per applicable Indian governing laws.

1.3. Trainings

- 1.3.1. Bidder should have in-house team for providing one time 10 days training to inspectors, other staff and Transport Department, Haryana officials for inspection of vehicles in the test Centre.
- 1.3.2. Bidder should have in-house team to provide update trainings as and when required for its own operators and inspectors.

1.4. Operation procedures

- 1.4.1. Bidder should have duly defined Operation procedures for inspecting and testing of vehicles.
- 1.4.2. Bidder should provide manuals in English Language for testing and inspection of vehicles in soft copy and hard copies

1.5. Calibration

- 1.5.1. Bidder should have a scheduled calibration and maintenance plan for the equipment.
- 1.5.2. Bidder is also required to maintain the inventory of tools and consumable items to be used in calibration of equipment.
- 1.5.3. Bidder should clearly define the calibration and test procedure for the equipment.

1.6. Spare parts

- 1.6.1. Bidder should keep the inventory of the spare parts required for the smooth running of operations.

1.7. Software – Bidder should have their software which should have the following features.

- 1.7.1. Software management –
 - 1.7.1.1. Bidder should have their own software to be installed on the LAN.

- 1.7.1.2. Bidder should be able to maintain and manage their software.
- 1.7.1.3. Bidder should be able to update the software as and when required and provide all necessary protocols to Transport Department, Haryana.

1.7.2. Data management –

- 1.7.2.1. Bidder should be able to do data management in the software like data storage, mining, archiving etc.

1.7.3. Software operations-

- 1.7.3.1. Bidder should enter all types of information in the master database manually as received or from Transport Department, Haryana server through the link provided which would also include the following information but not limited to –

- a) Vehicle type
- b) Registration number
- c) Engine number
- d) Chassis number
- e) Date of last inspection

- 1.7.3.2. Software should be able to customize and generate test reports as required by Transport Department, Haryana from time to time.

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

C. Audit of ATS Centre

The Successful bidder shall get ATS Centre audited by the agency selected by the Transport Department (Audit for each test Centre shall be carried out every three months up to 12 months from start of operation. After 6 months, the frequency of audit shall be twice a year. Bidder shall be liable to pay the audit fees at the rate decided by the Transport Department but not more than 1.85% of the Vehicle Testing Fee collected at the respective ATS Centre which will be payable to the auditing agency.

Following parameters will be generally verified at the time of auditing of ATS Centre:-

- Operation and inspection methodology
- Calibration status
- Maintenance history & Uptime maintained
- Test data management
- Organization chart and Training records of the personnel
- Infrastructure – Safety and Environment assessment
- Availability and upkeep of necessary utilities
- Software parameters in terms of test data backup & data mining
- Handling of customer complaints

Audit observations should be handled within stipulated time by the bidder. Necessary corrective action needs to be taken by bidder against the non-conformities observed within 7 days. The audit agency or the Transport Department officers may conduct the inspection again to ensure the compliance with the audit report.

The audit report and corrective actions taken by the bidder will be sent to the Transport Department, Haryana on regular basis by the audit agency.

ANNEXURE - IX

GENERAL CONDITIONS OF THE CONTRACT

ANNEXURE- IX - GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Definitions: In these General Conditions of Contract ("Conditions") the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:
- 1.2. "Acceptance Tests" means the tests described as such in the Testing Plans.
- 1.3. "Affected Party" means a Party whose performance of its obligations under the Contract is prevented, hindered or delayed in whole or in part by reason of Force Majeure.
- 1.4. "Applicable Clearances" means any clearance, permit, authorization, consent, license (including without limitation, any import or export licenses), lease, ruling, exemption, filing, agreements, or approval, required to be obtained and maintained by the Bidder from time to time, in order to complete the Works.
- 1.5. "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.
- 1.6. "Change" means any change to Conditions of Contract, which is instructed or approved as a Change under Clause 21.
- 1.7. "Change Order" shall have the meaning ascribed to it in Clause 21.2.1.
- 1.8. "Change in Law" means the occurrence of any of the following after the date of Bid:
 - a) the enactment of any new Indian law;
 - b) the repeal, modification or re-enactment of any existing Indian law;
 - c) the commencement of any Indian law which has not entered into effect until the date of Bid;
 - d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
 - e) any change in the rates of any of the Taxes that have a direct effect on the Project.
- 1.9. "Commencement Date" shall mean the date of execution of the Contract by the Parties.
- 1.10. "Completion Certificate" has the meaning ascribed to it in Clause 20.2.
- 1.11. "Completion of the Works" means the achievement of the criteria set out in Clause 20 and "Complete" "Completed" "Completion" and "Completing" shall be construed accordingly and as certified by the Completion Certificate.
- 1.12. "Confidential Information" means the Contract and everything contained therein, 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) Transport Department, Haryana or obtained directly or indirectly by the Bidder or which is generated by the Bidder or any sub Bidder or any information or data that the Bidder receives or has access to as a result of the Contract, other than information:
 - a) which is generally available in the public domain other than by any unauthorized actions or fault of the Bidder; or

b) which is in the possession of the Bidder with a right to disclose;

- 1.13. "Contract" means the Concession Agreement, these Conditions, Technical Conditions of Contract, and the further documents (if any) which are listed in the Concession Agreement and initialled by Transport Department, Haryana and the Bidder and includes any amendment thereto made in accordance with the provisions hereof.
- 1.14. "Bidder" (Successful Bidder) includes (without limitation to) any person, company, firm, organization, consortium with whom Transport Department, Haryana has entered into a Contract for execution of the Works and the permitted legal successors in title to the Bidder, but not any assignee of the Bidder.
- 1.15. "Concession Agreement" means the agreement entered into or to be entered into by the Parties and forming part of the contract which shall contain all the terms and conditions as mentioned herein pursuant to the award of the Project to the Bidder.
- 1.16. "Bidder's Documents" means in addition to the documents mentioned in Clause 5, 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, programs, 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.
- 1.17. "Bidder's Equipment" means all or any apparatus, machinery, equipment, vehicles, materials, plant, tools and all other things required for the Execution of the Works and the remedying of any defects to be provided by the Bidder but Bidder's Equipment excludes Equipment.
- 1.18. "Bidder's Insurances" means the insurance policies to be purchased and maintained in full by the Bidder.
- 1.19. "Date of Completion of the Works" means the date certified as such in the Completion Certificate in accordance with Clause 20.1.
- 1.20. "Delay Event" means any event set out at Clause 18.3.
- 1.21. "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.
- 1.22. "Equipment" means any apparatus intended to be procured for the implementation of the Works which may either be manufactured indigenously or may be procured from abroad.
- 1.23. "Execution of the Works" means the infrastructure & development ,design, procurement, supply, assembly, erection, installation, testing, commissioning, trial runs and Completion of the Works and the correction of defects in the Works and all works and things required to be undertaken pursuant to the Contract and "Executed", "Execute" and "Execution" shall be construed accordingly.
- 1.24. "Execution Period" means the period beginning from the Commencement Date and ending on the Date of Completion of the Works.
- 1.25. "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.

- 1.26. "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.
- 1.27. "Liquidated Damages" means those damages described in this Annexure under Clause no 19 to be paid or allowed by the Bidder to Transport Department, Haryana or their authorized representative as compensation.
- 1.28. "Maintenance Spare Parts" means the maintenance spare parts for the Equipment and includes the critical, replacement and breakdown spare parts.
- 1.29. "Parties" means Transport Department, Haryana and the Bidder and "Party" means any one of those Parties
- 1.30. "Performance Standards" means such performance standards for the operation and maintenance of the Project Facility as may be applicable pursuant to the Contract.
- 1.31. "Political Event" means one or more of the following acts or events by or on account of any government instrumentality:
- a) Change in Law;
 - b) compulsory acquisition in national interest or expropriation of any Project, Project Site or the Project Facility or rights of the Bidder or of the Contractors;
 - c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Bidder or any of the Contractors to perform their respective obligations under the Contract;
 - d) any event or circumstance of a nature analogous to any of the foregoing.
- 1.32. "Project" means the Setting up of Automated Centres for Testing & Inspection of Vehicles for inspection of Transport vehicles including Taxis, Buses and Trucks etc.
- 1.33. "Project Facility" shall mean the facilities as specified in the Tender document, 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. The proposed locations have been mentioned in Annexure I.
- 1.34. "Project Site" means that part of the site as indicated in Annexure I, on, under and over which the Works are to be Executed and any site to which any Bidder's Equipment- and Equipment are to be delivered and any other places as may be specified in the Contract as forming part of the Project Site.
- 1.35. "Punch List Items" means items of works of a minor or snagging nature which do not affect the performance of the Equipment, where agreed with Transport Department, Haryana, which remain incomplete at the Date of Completion of the Works.
- 1.36. "Related Works" means works other than the Works, performed or undertaken by Transport Department, Haryana or other Bidders or suppliers of Transport Department, Haryana 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.

- 1.37. "Related Works Bidder" means any person or persons undertaking Related Works.
- 1.38. "Relevant Authority" includes the Department of Customs and Excise, the Ministry of Finance, the Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises or any other subdivision or instrumentality thereof, any local authority, or any authority empowered by the Applicable Laws.
- 1.39. "Required Insurances" means collectively the Project Facility Insurances and the Bidder Insurances.
- 1.40. "Spare Parts" means the Commissioning Spare Parts and shall include such Maintenance Spare Parts as are instructed to be provided by Transport Department, Haryana.
- 1.41. "Sub-Contractor" means a contractor to whom a part of the Works has been subcontracted by Bidder or to whom the supply of any goods or materials or labour and services for the Works has been subcontracted as permitted under Clause 11 and the permitted legal successors in title to such person, but not any assignee of such person.
- 1.42. "Tax" means all forms of taxation, duties, fees, imposts and levies including (but without limitation) income tax including withholding tax, Good & Service Tax, value added tax, sales tax, service tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Bidder, its Sub Bidders and any of their employees or Transport Department, Haryana (as the case may be and as set out hereunder), and the words "Taxation" and "Taxes" shall be construed accordingly.
- 1.43. "Technical Conditions of Contract" means the document entitled Technical Conditions of Contract, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document includes the design and /or other technical specifications for the Works.
- 1.44. "Testing Plans" means those plans referred to in Clause 16.2 which set out the tests and inspections required to be performed by the Bidder in accordance with the Technical Conditions of Contract and the means by which the Bidder intends to conduct and satisfy such tests and inspections.
- 1.45. "Time for Completion" means the time for Completion of the Works as stated in clause no 17 or such time as may be varied from time to time in accordance with the Contract, calculated from the Commencement Date.
- 1.46. "Works" includes (without limitation to) Establishment of civil & infrastructure including utilities, the designing, manufacturing, assembling and functional testing prior to shipment, delivery, installation, integration of systems and system checking, testing and commissioning of the Equipment and supply of special tools, requisite software, supply of Spare Parts and training to the personnel, operators and mechanics of Transport Department, Haryana including Project Facility operations personnel and Project Facility operation trainers and necessary after sales service and maintenance support, as agreed with Transport Department, Haryana.

2. INTERPRETATION

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

- 2.1. 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);
- 2.2. 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;
- 2.3. Definitions within Clauses have the meaning ascribed thereto;
- 2.4. Metric system of measurement shall be used exclusively in the Contract

3. COMMUNICATIONS

Wherever these Conditions provide for any agreement, or the giving or issuing of any consent, approval, authorization, notice, certificate, request, determination, information or report ("communication") from or by any Party such communication shall be valid and effectual only if:

- a) In writing under the hands of a duly authorized representative of such Party and delivered by hand (against receipt), sent by recognized courier, registered mail, or transmitted by facsimile transmission; and
- b) Delivered, sent or transmitted to the address for the recipient's communications as stated by Transport Department, Haryana.

4. CONFIDENTIALITY

- 4.1.1. The Bidder shall disclose to Transport Department, Haryana any Confidential Information and other information as Transport Department, Haryana may reasonably require for verifying the Bidder's compliance with the Contract. Further, the Bidder shall not, without the previous written consent of Transport Department, Haryana, 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.
- 4.2. The Bidder shall not without the prior written permission of the Transport Department, Haryana Representative:
 - a) disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Transport Department, Haryana 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;
 - b) make use of any document or Confidential Information enumerated in the Contract, except for the purpose of the Contract; and
- 4.3. Any document, other than the Contract and enumerated in the Contract shall remain the property of Transport Department, Haryana and shall be returned (in all copies) to Transport Department, Haryana on completion of the Bidder's performance under the

Contract, if so required by the Transport Department, Haryana.

5. BIDDER'S DOCUMENTS

- 5.1. The Bidder's Documents shall mean and include the following which shall be deemed to form a part of the Contract:
- a) Tender Document including letter forwarding the Tender documents, instructions to Bidders and the conditions described in this Annexure.
 - b) Specifications as mentioned in scope of work to be furnished under the Contract in the Technical Conditions of Contract;
 - c) Bidder's bid proposal and the documents attached thereto including the letters of clarifications thereto between the Bidder and Transport Department, Haryana prior to the award of the Contract except to the extent of repugnancy;
 - d) all the materials, literature, data and information of any sort given by the Bidder along with its bid, subject to the approval of Transport Department, Haryana;
 - e) Letter of award and any agreed variations of the conditions of the documents and special terms and conditions of the Contract, if any; and
 - f) such additional documents within such times and in such numbers and format as Transport Department, Haryana may reasonably require.

The Bidder shall prepare all Bidder's Documents and shall submit the Bidder's Documents to Transport Department, Haryana as may be required/ directed by Transport Department, Haryana and /or as called for in the Contract and in numbers and format required by the Contract and/ or by Transport Department, Haryana.

6. CONFLICT OF DOCUMENTS

- 6.1. In case of any inconsistency between any of the constituent documents of the Contract, the following shall be the supervening/prevaling order of priority for such documents:
- a) Concession Agreement;
 - b) Technical Conditions of Contract;
 - c) General Conditions of Contract.
 - d) Other Bidder's Documents;
 - e) Tender document
 - f) It is specifically clarified that in case of conflict between any timelines set out in these Conditions with those in the Tender document, the conditions of the Contract shall prevail
- 6.2. Transport Department, Haryana Instructions: All instructions given by Transport Department, Haryana or by any person executing delegated functions will be issued in writing and in such form as will be advised to the Bidder after the Effective Date.

7. THE TRANSPORT DEPARTMENT, HARYANA

The Parties acknowledge and agree that provisions in the Contract to the effect that work to be done under the Contract shall be carried out with the consent, non-objection or to the satisfaction of or be certified, determined, accepted, confirmed or inspected by the Transport Department, Haryana and it is the sole responsibility of the Bidder to ensure that the Works are Executed in all respects in accordance with the Bidder's obligations under the Contract.

8. COMMENCEMENT

- 8.1. **Condition Precedent:** The Contract shall become legally binding and in force only upon:
- a) Haryana Government shall provide well-constructed approach road as per the applicable guidelines upto the Centre.
 - b) Haryana Government shall ensure and procure availability of Utilities (such as electricity at the Centre Site, drinking water, sewage system, waste disposal system, etc.) to the Concessionaire.
 - c) Haryana Government shall ensure procurement of all applicable approvals and licenses required by the Concessionaire for the operationalization of the Centre.

8.1.1. Submission of the Performance Guarantee; and

8.1.2. Satisfaction of any other condition(s) required by Transport Department, Haryana

8.1.3. On receipt of authorization from Transport Department, Haryana, Receipt of all approvals for commencement of operation.

9. THE PROJECT SITE

9.1. Access to and possession of the Project Site

9.1.1. Save insofar as the Contract may prescribe:

- a) the extent of portions of the Project Site of which the Bidder is to be given access from time to time; and
- b) order in which portions shall be made available to the Bidder;

Transport Department, Haryana 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.

10. THE BIDDER

10.1. The Bidder's general responsibilities

10.1.1. Subject to and in accordance with the terms and conditions of the Contract, the Bidder shall to the satisfaction of Transport Department, Haryana, 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.

10.1.2. The Bidder shall at its own expense:

- a) take full responsibility for the adequacy, stability and safety of the works, labour, equipment and of all on-site and off-site operations and methods of infrastructure development, construction, and installation, commissioning, testing and reliability and acceptance procedures;
- b) do everything necessary (including the payment of all relevant fees) to acquire and maintain all Applicable Clearances.;
- c) 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.

10.1.3. The Bidder's representations and warranties

The Parties agree that the principal objective of the Contract is the timely completion of the Project Facility of which the Works form an integral part and that time is the essence of the Contract. 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 Transport Department, Haryana or their authorized representative is entirely reliant and the Bidder hereby represents and warrants to Transport Department, Haryana:

10.2. Design (to the extent required by the Contract)

- 10.2.1. it has satisfied itself as to, and adopts and accepts full responsibility for any design of the Works contained in and reflected by Technical Conditions of Contract;
- 10.2.2. it shall exercise in the design and specifications for the Works all the skill, care and diligence to be expected of professionals experienced in and possessing all the expertise necessary for similar projects of the size, scope, complexity and technical sophistication of the Works;
- 10.2.3. the Works have been and will continue to be designed and specified utilizing state of the art systems, procedures and technology, high quality goods, materials and equipment and the high standards of workmanship and fabrication in compliance with Technical Conditions of Contract;
- 10.2.4. the Bidder further warrants that upon the Date of Completion of the Works, the Works will be in a condition which will enable Transport Department, Haryana to meet those Performance Standards which relate to the Works;

Workmanship

- 10.2.5. 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;
- 10.2.6. 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;
- 10.2.7. 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;

Equipment

- 10.2.8. it will ensure that the Works will comprise only Equipment which is of sound and merchantable quality and which is manufactured and prepared in accordance with the Applicable Laws and with Good Industry Practice applicable at the time of construction and/or installation;
- 10.2.9. that the Equipment, notwithstanding any acceptance by Transport Department, Haryana, shall where appropriate be manufactured specifically for the Contract and be new and unused, will be complete in all its parts, free from defects and will meet the requirements of the Contract and in particular, but without limiting the generality of the foregoing will be such that the Works as a whole and each and every part thereof shall meet Technical Conditions of Contract;

10.3. Indemnity

- 10.3.1. The Bidder shall at all times save harmless and indemnify Transport Department, Haryana from and against all claims, liabilities, expenses, costs, damages and losses suffered or incurred by Transport Department, Haryana 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 Transport Department, Haryana.

- 10.3.2. Transport Department, Haryana rights under this Clause 10.3 are without prejudice to any other right which it may have whether at law or otherwise.

11. SUBCONTRACTING

- 11.1. The Bidder shall subcontract any major part of the Works after taking prior consent of the Transport Department, Haryana. Any such consent shall not relieve the Bidder from any liability or obligation under the Contract and the Bidder shall be responsible for the acts, defaults, omissions and neglects of any Sub-Bidder, his agents, servants or workmen.

11.2. Responsibility

- 11.2.1. Subcontracting does not relieve the Bidder from any of its liabilities or obligations under the Contract.

- 11.2.2. The Bidder shall be fully responsible for the acts, defaults, omissions and neglects of any Sub Contractor and their agents, employees, servants and workmen, as fully as if they were the acts, defaults, omissions and neglects of the Bidder.

11.3. SUBCONTRACT TERMS

The Bidder shall procure, with the consent of Transport Department, that:

- 11.3.1. every Sub Contractor has knowledge of the relevant terms of the Contract and provisions in the Contract relating to confidentiality and each Subcontract entered into by the Bidder shall be let on such terms and conditions as are reasonably necessary for the Bidder to ensure compliance with its obligations under the Contract;

- 11.3.2. the Sub Contractor provides like warranties and indemnities as given by the Bidder to Transport Department, Haryana or their authorized representative.

12. SPARE PARTS

- 12.1. The Bidder shall be responsible, at its own cost, for the provision of the Spare Parts.

- 12.2. The bidder shall ensure that as at the Completion of the Works, there is a full complement of Spare Parts safely stored and packed in accordance with the Contract.

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. ELECTRICITY, WATER

14.1. General arrangements

- 14.1.1. The Bidder shall be responsible for making all its arrangements for paying all charges

in connection with consumption of electricity, calibration gases ,water and the disposal of sewage and other waste as may be necessary for the Execution of the Works up to the operation of lanes for fifteen years.

15. LABOUR AND BIDDER'S PERSONNEL

15.1. Labour Compliances

15.1.1. In the employment of labour for the Execution of the Works the Bidder shall comply and shall require its Sub Bidders to comply without limitation, with all requirements of any Applicable Law relating to the employment of workmen.

15.1.2. Medical Facilities at Project Site:

The Bidder shall, at its own cost, provide first aid and medical facilities, at the Project Site as may be prescribed by the Transport Department, Haryana, on advice of medical authority in relation to the strength of the Bidder's staff and workmen employed on the Works, directly or through petty Bidders or Sub-Bidders.

15.2. 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.

15.3. 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 its Sub-Contractors in 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 and the Bidder shall produce such wages books, time sheets and records for inspection by Transport Department, Haryana.

15.4 Bidder's Personnel

15.4.1 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.

15.4.2 The Bidder's Project Organization Chart

The Bidder's Project Organization Chart to be submitted by the Bidder to the Transport Department, Haryana Representative shall show the proposed organization to be established by the Bidder for carrying out the Works and shall be consistent with the Bidder's project organization chart submitted with the Tender response submission.

15.4.3 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.

15.4.4 Technical Assistants

- 15.4.4.1 The Bidder and, where appropriate any Sub-Contractor 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 engineers, managers, sub-representatives, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise.

16 TESTING

16.1. General

16.1.1. All materials and workmanship shall be of the respective kinds and standards described in the Contract and in accordance with Transport Department, Haryana or authorised representatives' instructions and shall be subjected from time to time to such tests as provided for in the Contract. The Bidder shall provide such assistance, instruments, machines, consumables and artificial loads and labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as set out in the Testing Plans.

16.1.2. The Testing Plans shall be submitted to Transport Department, Haryana in the manner stated in the Contract or as otherwise directed by Transport Department, Haryana.

16.1.3. The Bidder agrees that neither the execution of any test nor the issue of any test certificate releases the Bidder from any of its responsibilities, obligations, or liabilities (including repair or replacement of any Equipment or part of the Works damaged during the carrying out of any Tests) under the Contract.

16.2. Acceptance Tests

The Bidder shall carry out the Acceptance test of each Equipment in presence of Project Consultant as per the agreed plan with the Transport Department, Haryana or their authorised representative after the completion of commissioning of the Equipment, at the Project Site.

17. TIME FOR COMPLETION

The Bidder shall complete the Works within the Time for Completion or such other time as may be determined in accordance with Clause 18.

18. EXTENSION OF TIME FOR COMPLETION

18.1. Bidder's notice of event likely to cause delay.

The Bidder shall closely monitor the progress of the Works and shall give written notice to Transport Department, Haryana.

18.1.1. as soon as it can foresee any incident, circumstance and/or event of any nature affecting or likely to affect the progress of the Works such that the Completion of the Works will be or is likely to be delayed; or

18.1.2. should it have been unable to foresee such an incident, circumstance and/or event, then as soon as it becomes aware of the commencement of the incident, circumstance and/or event which has affected or is likely to affect the progress of the Works such that Completion of the Works will be or is likely to be delayed.

18.2. Reasons for delay and extension of time

It shall be a condition precedent to any extension of time by Transport Department, Haryana under any provision of the Contract, that in respect of each and every incident, circumstance or event identified in the notice given in accordance with Clause 18.1, the Bidder shall, as soon as possible after such notice but in any event not later than [30 (thirty)] days after such notice or such longer period as Transport Department, Haryana may in its absolute discretion determine, notify Transport Department, Haryana in writing of any factors and the relevant Contract provision which it considers may entitle it to claim an extension of time together with a statement, providing details, reasons, explanation and any further substantiation for the delay.

18.3. Delay Events

Subject to the other provisions of this Clause 18, the Bidder will only be entitled to an extension of the Time for Completion where a delay to the achievement of Completion is caused by:

- 18.3.1. a Change instructed other than where such Change is instructed as a consequence of any default or breach of the Contract by the Bidder; or
- 18.3.2. any act, omission, default or breach by Transport Department, Haryana; or
- 18.3.3. a Force Majeure Event.

18.4. Transport Department, Haryana to determine extension

Subject always to proper compliance by the Bidder with the provisions of this Clause 20, Transport Department, Haryana shall determine any extension of the time for completion and shall notify the Bidder accordingly.

18.5. Compliance

18.5.1. Compliance

- a) the Bidder shall constantly use its reasonable endeavours to prevent and/or minimize delay in the progress of the Works, howsoever caused, and to prevent Completion of the Works being delayed or further 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 endeavours 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 endeavours, and that despite such endeavours, 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 endeavour of the Bidder or any persons for whom it is contractually or otherwise responsible;
 - c) the Bidder shall have kept and maintained such records (including those referred to in the notices under this Clause 18 [Extension of Time for Completion] as may be reasonably necessary to support any claim for an extension of time it may subsequently wish to make;
- 18.5.2. The Transport Department, Haryana shall not be obliged to take into account any circumstances which are not notified to it in accordance with the periods referred to in this Clause 18 but may upon the written request of the Bidder extend the said periods if it considers the request for such extension reasonable.

LIQUIDATED DAMAGES

19. Liquidated Damages

- 19.1.1. The bidder shall ensure that the testing lanes are available during any working day for a minimum of 8 hrs per day. However, the bidder shall be entitled to close lane for carrying out routine maintenance/up-gradation of the equipment provided that such closure shall not exceed 100 hours in a period of 365 days. For any additional closure, without the consent of Transport Department, Haryana, an amount of Rs.2000 shall be payable for each days closure, provided the said closure causes any disruption in services.
- 19.1.2. The payment of Liquidated Damages does not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities of the Bidder under the Contract.

20. COMPLETION OF WORKS

- 20.1. The Date of Completion of the Works shall be the date upon which the following criteria have been satisfied or waived in writing by Transport Department, Haryana at its sole discretion:
- a) the Execution of the Works, other than the performance of obligations to be performed, has been completed in accordance with the Contract, save in respect of the Punch List Items;
 - b) all outstanding work which Transport Department, Haryana requires to be completed before issue of the Completion Certificate, has been satisfactorily completed;
 - c) the Bidder has been issued the acceptance certificate post the completion of the Acceptance Tests; and
- 20.2. Application for and issue of the Completion Certificate
- 20.2.1. The Bidder shall make a written application to Consultant to Transport Department, Haryana with a copy to Transport Department, Haryana for a Completion Certificate no later than [2 (two)] days of from the conclusion of the Acceptance Tests. Such application shall be accompanied by an undertaking to finish any outstanding work in accordance with Clause 20.1.
- 20.2.2. Transport Department, Haryana shall as expeditiously as possible after receiving the Bidder's application in accordance with Clause 20.1 issue the Completion Certificate to the Bidder with a copy to their authorized representatives stating the date upon which the Works achieved Completion and specifying any outstanding work, if any, which the Bidder is required to complete and the period or periods within which such work is required to be completed, such work to include:
- a) Civil & infrastructure, utilities
 - b) the Punch List Items; or
 - c) any other outstanding work notified to the Bidder by Transport Department, Haryana.
- 20.3. Completing Punch List Items and any other outstanding works
- 20.3.1. During the Acceptance Tests, the Bidder shall provide in writing to Transport Department, Haryana reasonable notice of its reasonable requirements with respect of access to and use of the Works for the carrying out of:
- a) the outstanding Works including any Punch List Items specified in the Completion Certificate;
 - b) any rectification, repair or replacement of any items.
- 20.3.2. Transport Department, Haryana shall use reasonable endeavours to secure such

access for the Bidder. When carrying out such work the Bidder shall comply with all reasonable instructions of Transport Department, Haryana with regard to the safety of the Works and the ongoing performance by Transport Department, Haryana of its obligations and shall complete the work in such manner that, so far as reasonably practicable, does not prevent, hinder or otherwise interfere with the performance of Transport Department, Haryana of its obligations and the exercise of its rights during the Project Facility operations period.

20.3.3. The Bidder shall complete any Punch List Items specified in the Completion Certificate within the time instructed reasonably by Transport Department, Haryana.

20.4. Continuing Obligations

20.4.1. Bidder shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the expiry of the operational Period which remains unperformed upon the expiry of the operational Period and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the Parties.

21. CHANGES

21.1. General

21.1.1. The Bidder shall not carry out any Change except as directed by Transport Department, Haryana. The Transport Department, Haryana shall have the power to, from time to time, for the Execution of the Works, to instruct the Bidder, by notice in writing to carry out Changes without prejudice to the Contract.

21.1.2. The Bidder acknowledges and accepts that no Change shall in any way vitiate or invalidate the Contract.

21.1.3. Subject to the terms of this Clause 21, the Bidder will be required to perform any Change howsoever initiated and be bound by the same conditions as far as applicable, as though the said Changes occurred in the Contract.

21.2. Procedure for Changes

21.2.1. Transport Department, Haryana has the right to initiate a Change after discussion and mutual agreement with Bidder, at any time by either:

- a) instructing in writing a Change Order in which case the Bidder shall comply with Clause 21.2; or
- b) Issuing a written notice proposing a Change (a "Change Notice").

21.3. Within [14 (fourteen)] days of receipt of a Change Notice, the Bidder shall provide to Transport Department, Haryana a written statement setting out detailed particulars of any effect the proposed Change would have on the Works and Related Works and/or on any other provisions of this Contract if the proposed Change is effected (a "Change Notice Response").

21.3.1. Following receipt of a Change Order, the Bidder must immediately implement the Change subject to the following terms:

- a) any extension of time will be determined and Transport Department, Haryana is entitled to take account of the Bidder's estimate (if any) when determining such extension of time;
- b) these Conditions (as amended from time to time) will apply to the Change as though it formed part of the Works.

21.3.2. Following receipt of a Bidder's Change Notice Response, Transport Department, Haryana may either:

- a) issue a written Change Order to the Bidder, on such terms and conditions as Transport Department, Haryana may deem appropriate; or
- b) Withdraw the Change Notice.

The Bidder shall not be entitled to any costs or extension of time as a result of preparing a Change Notice Response.

21.4. Bidder's Changes

21.4.1. The Bidder may, from time to time during its performance of the Contract, propose to Transport Department, Haryana any Change which the Bidder considers:

- a) necessary for the proper Execution of the Works; or
- b) which adopted will:
 - substantially reduce the cost of Executing, maintaining and operating the Works or the Project; or
 - improve the efficiency or value to Transport Department, Haryana of the Completed Works (including a reduction in the life cycle costs associated with the Project); or
 - otherwise be of benefit financial or otherwise, to Transport Department, Haryana and such proposal must be in writing and shall be in the form of and contain such information as required of a Change Notice Response referred to in Clause 21.2.

21.4.2. Where Clause 21.3.1 applies Transport Department, Haryana may either:

- a) issue a written Change Order to the Bidder and the Bidder shall implement the Change in accordance with Clause 21.2, or
- b) reject the Change proposed by the Bidder.

The Bidder shall not be entitled to any costs or extension of time as a result of preparing a proposal in accordance with Clause 21.3.

21.4.3. Transport Department, Haryana may, at its sole discretion, accept or reject the Bidder's proposed Change and failure by Transport Department, Haryana to respond within [14 (fourteen)] days shall be deemed to be a rejection.

21.4.4. If in the opinion of the Bidder, any Change proposed by Transport Department, Haryana prevents or is likely to prevent the Bidder from fulfilling his obligations under the Contract, the Bidder shall notify the Transport Department, Haryana thereof in writing and the Transport Department, Haryana shall decide forthwith whether or not the same shall be carried out by the Bidder. In case the Transport Department, Haryana confirms that the Change shall be carried out, the Bidder's obligations under the Contract shall be modified to an extent as may be mutually agreed to between the Parties.

22. INSURANCES

22.1. Project Facility Insurances

Bidder shall at its cost and expense, purchase and maintain in force (or procure that they are taken out and maintained in force) with reputable insurers, the Project Facility Insurances.

22.2. Bidder Insurances

The Bidder shall at its cost and expense, purchase and maintain in force (or procure that they are taken out and maintained in force) with reputable insurers, the Bidder's Insurance.

22.3. Required Insurances

The terms of the Required Insurances shall entitle Transport Department, Haryana to maintain the policies in force after termination of the Bidder's employment under the Contract.

22.4. Evidence

Bidder, at the request of the Transport Department, Haryana shall, from time to time, provide copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained in accordance with the Contract (including the provision of copies of renewal confirmations as soon as possible).

22.5. Premiums

Bidder will bear the cost of all insurance premiums in relation the Project Facility Insurances, and all insurance premiums in relation to the Bidder's Insurances.

23. PAYMENT

23.1. Payment Schedule

The Payment Schedule by the bidder shall be as per the Annexure IV Terms of payment.

23.2. Terms of Payment

The Terms of Payment shall be as provided in the Annexure IV.

23.3. Currency of Payment

The Contract Price and all payments to be made by the Bidder in respect thereof shall be Indian Rupees.

24. TAXES AND DUTIES

24.1. Bidder to pay Taxes

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:

24.1.1. all Taxes (all applicable taxes imposed by central and state government such as GST, custom duty, excise, VAT, octroi etc.);

24.1.2. all contributions payable by any Applicable Law, award and pursuant to any contract with all industrial or trade union or other association of employees or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation paid to employees of the Bidder or its Sub Contractors in respect of the Works, including Taxes or contributions for workers' compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;

24.1.3. Withholding Tax/Income Tax deducted at source

24.1.4. 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. Transport Department, Haryana shall not in any way be liable

for payment of such taxes.

24.2. Operation Cost

The Bidder on its own cost will appoint required operational manpower as per guideline of Indian labour Law.

The safety of the operational staff will also be taken into consideration.

24.3. General

24.3.1. The Bidder must provide sufficient information regarding the nature and cost of the Works to enable all the relevant statutory obligations of Transport Department, Haryana that are dependent upon that information to be satisfied.

24.3.2. The Bidder shall fully indemnify, save harmless and defend Transport Department, Haryana including its officers, servants, agents and subsidiaries as well as the Transport Department, Haryana from and against any and all loss and damages arising out of or with respect to failure of the Bidder (a) to comply with Applicable Laws and Applicable Clearances and/or (b) to make payments of Taxes relating to the Bidder's Sub-Contractors and representatives income or other Taxes required to be paid by the Bidder without reimbursement hereunder and/or (c) to pay amounts due as a result of materials or services furnished to the Bidder or any of its Sub-Contractors which are payable by the Bidder or any of its Sub-Contractors or any other person employed or engaged by the Bidder in connection with the Works.

25. TRANSPORT DEPARTMENT, HARYANA

25.1. Transport Department, Haryana obligation

The Transport Department, agrees to observe, comply and perform the following:

- a) Upon written request from the Bidder, provide reasonable assistance to the Bidder in obtaining access to all necessary infrastructure facilities and Utilities, at rates and on terms no less favourable to the Bidder than those generally available to commercial customers receiving substantially equivalent services;
- b) Upon request of the Bidder provide police assistance for regulation of traffic, removal of trespassers and security on or at the Site of the Project.
- c) Notify the Bidder no later than 90 (ninety) days prior to the date of start of operations of a new RTO being set up within the State;
- d) Procure that any tax concessions and or other benefits as per applicable Government policies for similar projects shall be made available for this Project also.
- e) To issue or cause to be issued notification for making Vehicle Testing compulsory for all eligible vehicles from the Automated Testing Station (ATS) Centre for issuance of fitness certificate in the agreed jurisdiction of the Project Site. Ensure timely fulfilment of obligations of Transport Department, as specified in the Service Procedures;
- f) Provide all reasonable assistance and support to the Bidder to enable it to fulfil its obligations under the Contract.
- g) To take all necessary steps including but not limited creating public awareness to ensure that vehicles comply with the said requirement of testing of all eligible vehicles for fitness testing compulsory from the Automated Testing Station (ATS) Centre.
- h) Observe and comply with its obligations set forth in the Contract.

- i) Except as otherwise provided in the Contract, the Government agrees and undertakes not to grant any lease, licence or permission to any person for operating a business that may compete with the business of the Bidder at the Project Site jurisdiction for a period of ten years. For the avoidance of doubt, it is agreed that the ATS Centre to be established will be exclusive during the Contract Period i.e. there will be no agreements with multiple vendors within the Project Site jurisdiction i.e. district and territory agreed for fitness testing of vehicles for a period of ten years. But the State Government shall be at liberty to establish fresh centres in the state after initial ten years of the project tenure. The new centres shall be established through a fresh tendering process.

26. PENALTY FOR DELAY IN COMPLETION OF WORKS

Except in case of delay on account of Force Majeure or due to any default of the Transport Department, Haryana, If the Bidder fails to complete the works within the stipulated or the extended period, the Bidder is liable to pay 5% of Performance Security per month of delay.

27. FORCE MAJEURE

27.1. Force Majeure - Obligations of the Parties

27.1.1. "Force Majeure" shall mean any event beyond the control of Transport Department, Haryana 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:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural disaster;
- e. Occurrence of a Political Event.

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.

27.2. Meetings with Transport Department, Haryana

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 21.3.1, the Parties shall along with Transport Department, Haryana 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.

27.3. Performance obligations

27.3.1. 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.

27.3.2. 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.

27.3.3. 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.

27.4. Liability for other losses, damages etc.

Save and except as expressly provided in this Clause 27 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.

27.5. Exceptions to Force Majeure

None of the following events shall be construed to relieve any Party of its obligations hereunder by reason of Clause 21.3:

- a) any changes in market conditions including without limitation changes that affect the supply prices of the Goods;
- b) Commercial impracticability or hardship;
- c) a Party's lack of funds.

28. DISPUTE RESOLUTION PROCEDURE

28.1. Amicable Resolution and meditation

28.1.1. Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Contract and so notified in writing by either Party to the other including issue of any notice and or termination of the Contract (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 28.1.2 provided further that the Party claiming dispute resolution shall issue a notice in writing of at least thirty (30) days to the other Party informing it of its intention of initiating dispute resolution procedure.

28.1.2. In the event of any Dispute between the Parties, such Dispute shall be referred to the officer nominated by the Transport Commissioner, Transport Department, and the senior management person nominated by the Bidder, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 15 (fifteen) days of the date of such request to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the said period or the dispute is not amicably settled within 45 (forty five) days of such meeting between the said two individuals, either Party may refer the dispute to arbitration in accordance with the provisions of Clause 28.2.

28.1.3. If the dispute is not resolved as evidenced by the signing of the written terms of settlement within 45 (forty five) days of the aforesaid notice in writing or such longer period as may be mutually agreed by the parties then the provisions of Clause 28.2 below shall apply.

28.2. Arbitration Procedure

Any Dispute, which is not resolved amicably as provided in Clause 28, above, shall be finally decided by reference to arbitration.

28.2.1. There shall be three arbitrators and each party shall nominate one arbitrator each. The third arbitrator shall be appointed by the two nominated arbitrators.

28.3. The arbitrators shall issue a reasoned Award.

28.4. The venue of such arbitration shall be Chandigarh jurisdiction courts, India.

28.5. English language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

28.6. Enforcement of Award: The Bidder and Transport Department, undertake to carry out any decision or award of the arbitrator (the "Award") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.

28.6.1. The Bidder and Transport Department, agree that an Award may be enforced against the Bidder and/or the Government, as the case may be and their respective assets wherever situated. Any notice by the Parties seeking termination of the Contract shall only be given effect subject to the orders and/or award of the tribunal.

28.6.2. Performance during Arbitration: The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending any proceedings hereunder. Further, the Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

In the event of constitution of a statutory Regulatory Commission or Authority with powers to adjudicate upon disputes between the Concessionaire and the Government, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 28.2 above, be adjudicated upon by such Regulatory Commission or Authority in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

29. REPRESENTATIONS AND WARRANTIES, DISCLAIMER

29.1. Representations and Warranties of the Bidder

The Bidder represents and warrants to Transport Department, Haryana that:

- 29.1.1. it is duly organized, validly existing and in good standing under the laws of incorporation of companies in India or in the country of its incorporation;
- 29.1.2. it has full power and authority to execute, deliver and perform its obligations under the Contract and to carry out the transactions contemplated hereby;
- 29.1.3. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the Execution, delivery and performance of the Contract;
- 29.1.4. it has the financial standing and capacity to Execute the Works;
- 29.1.5. the Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 29.1.6. it is subject to the Applicable Laws with respect to the Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 29.1.7. it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect upon the Works;
- 29.1.8. no representation or warranty by the Bidder contained herein or in any other document furnished by it to Transport Department, Haryana in relation to Applicable Clearances contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty

- not misleading; and
- 29.1.9. no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Bidder to any person to procure the Contract or any other benefit under the Contract to procure other Contracts in relation to which the Bidder may be a party in relation to the Project.
- 29.1.10. without prejudice to any express provision contained in the Contract, the Bidder acknowledges that prior to the execution of the Contract, the Bidder has after a complete and careful examination made an independent evaluation of the Project Site, the Technical Conditions of Contract and any information provided by or on behalf of Transport Department, Haryana and has made an inspection of the Project Site and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Bidder in the course of performance of its obligations hereunder.

30.1. TERMINATION

- 30.1.1. Subject to the dispute resolution process specified herein, in the event that any of the defaults specified below shall have occurred, and the Bidder fails to rectify the default within a Period of 30 (thirty) days from the date of serving of warning letter to the Bidder which would be followed by serving notice giving Cure Period of 30 (thirty) days after ending period of 30 days of period given in the warning letter, the Bidder shall be deemed to be in default of this Agreement (a "Bidder Event of Default") unless such Bidder Event of Default has occurred as a result of Transport Department, Event of Default or a Force Majeure Event;
- I. The Bidder is in Material Breach* of the Contract;
 - II. The Bidder is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Bidder or for any of its property that has a material bearing on the Project;
 - III. Any petition for winding up of the Bidder is admitted by a court of competent jurisdiction or the Bidder is ordered to be wound up by court except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Bidder are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Bidder under the Contract and provided that:
 - 1. The amalgamated or reconstructed entity does not have the technical capability and operating experience necessary for the performance of its obligations under the Contract;
 - 2. The amalgamated or reconstructed entity does not have the financial standing to perform its obligations under the Contract; and
 - 3. The Contract remains in full force and effect.
 - 4. The Bidder suffers an execution being levied on any of its assets/ equipment causing a material adverse effect on the Project and allows it to be continued for a period of 60 (sixty) days;
- 30.1.2. In the event of the Bidder being in default under any of the provisions hereof expressly providing for Termination under or in accordance with this Clause 30.1.1, Transport Department, shall be entitled to terminate the Contract forthwith by issuing a Termination Notice to the Bidder and upon issue of such Termination Notice by Government of Haryana, the Contract shall stand terminated forthwith, provided that before issuing the Termination Notice, the Government shall by a notice in writing inform the Bidder of its intention to issue the Termination Notice (the "Preliminary Notice") and grant 30 (thirty) days' time to the Bidder to make its representation, if any, against such Preliminary Notice and shall after the expiry of said 30 (thirty) days period whether or not it is in receipt of such representation, in

its sole discretion issue the Termination Notice.

***“Material Breach”** shall mean occurrence of any of the following events, unless such Bidder Event of Default has occurred as a result of Transport Department, Event of Default or a Force Majeure Event, and the same not been cured upon a specific notice of 30 days in this regard issued by Transport Department, to the Concessionaire:

1. The Bidder fails to commence the services as per the terms of the Agreement after a period of 90 days from the date of completion of construction works;
2. The Bidder, without the prior written approval from the Transport Department, fails to render the services as per the Agreement for a continuous period of 90 days at the Centre during the Contract Period;
3. The Concessionaire has delayed payment of any undisputed amount for a period of 30 (thirty) days from the date the said amount is due;

30.2. Upon Termination

30.2.1. Upon Termination for any reason whatsoever, the Bidder shall to the extent instructed by the Transport Department, Haryana:

- a) cease all further work as instructed by the Transport Department, Haryana in the Termination Notice and the Bidder shall carry out works for the sole purpose of securing, preserving and protecting that part of the Works already Executed and any work required to leave the Project Site and the Works in a clean and safe condition;
- b) remove all the Bidder's Equipment and temporary works;
- c) repatriate the Bidder's and Sub-Contractor's personnel from any part of the Project Site and the Works;
- d) promptly and in an orderly manner deliver to Transport Department, Haryana, subject to the Intellectual Property Rights of the Bidder, all documents relating to the Works which are for the time being under the control of the Bidder;
- e) Without prejudice to Clause 30.2 upon Termination:

30.2.2. Upon termination of the Concession Agreement, the Bidder shall be entitled to the following amount:

- a) On account of force majeure or Transport Department, default;
 1. Equivalent to Fair value of the civil construction work/ building
 2. Compensation amount to be determined by a committee comprised of experts constituted by Government of Haryana/Transport Department, Haryana. The committee shall decide the compensation amount after due consideration of the expected revenues for the remaining duration of the Contract.
- b) On account of Bidder Default;
 1. Equivalent to Fair value of the civil construction work/ building

31. HANDLING OF CUSTOMER COMPLAINTS

31.1. Complaints from the customer arising due to manner of operation need to be resolved by the bidder within a week to the customer's satisfaction.

32. MISCELLANEOUS

32.1. Assignment and Charges

32.1.1. Subject to Clause 32.1, neither Party shall assign the Contract or the rights, benefits nor obligations hereunder save and except with prior consent of the other Party.

32.1.2. 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 Transport Department, Haryana, which consent shall not be unreasonably withheld.

32.2. Governing Law and Jurisdiction: The Contract shall be governed by the laws of India. In respect of all matters arising out of or relating to the Contract, the Courts at Chandigarh, Haryana, India shall have the jurisdiction to decide the matter.

32.3. Waiver

32.3.1. 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:

- a) 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;
- b) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.

32.3.2. 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

32.4. 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.

32.5. 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.

32.6. 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.

32.7. 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 to principal basis.

32.8. 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 Transport Department, Haryana 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 Transport Department, Haryana (or any agent, employee or Sub-Contractor of Transport Department, Haryana) 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 Transport Department, Haryana contained in the Contract and to bring an action for breach thereof. Nothing in this Clause 32.7 is intended to exclude liability of the Bidder for fraud or fraudulent misrepresentation.

32.9. Liability and Indemnity:

- 32.9.1. 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 Transport Department, Haryana of any of its obligations under the Contract.
- 32.9.2. 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.
- 32.9.3. 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 32.8, the Indemnifying Party shall be entitled, at its option, to assume and control the defence 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.

33. RENEWAL

The agreement for the operation of the centre may be renewed with the prevailing terms and conditions in the interest of the Government upon mutual agreement.

- 34. CONCESSION AGREEMENT:** On receipt of LOA the Bidder will undergo concessional agreement and submit the same. (Ref. no. -----)

ANNEXURE - X

PERFORMA FOR SUBMITTING BID

ANNEXURE – X - PERFORMA FOR SUBMITTING BID

Form a) Letter for Submission of Technical Proposal

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

[Location, Date]

To: Transport Commissioner, Transport Department, Government of Haryana, Chandigarh

Dear Sir,

We, the undersigned, offer our bid in response to your Tender No. dated We are hereby submitting our Bid, which includes this Technical Bid and a Financial Bid sealed under a separate envelope. Our Bid is valid for a period of 120 days from the last date of Submission of Bids.

We hereby declare that all the information and statements made in this Bid is true and complete in all respects and is as per the guidelines laid down in the tender document. We further understand that any information which is found false or is not as per the guidelines and terms & conditions of the tender document may lead to our disqualification.

We hereby declare that our Technical Bid contains Earnest Money Deposit in form of Bank Guarantee for Indian Rupees Fifty Lakhs Only (Rs. 50,00,000.00 Only) from the bank of

.....We undertake that if our Bid is accepted, we will be committed to supply, install, commission and operate the ATS Centre as per the scope of work as per the agreed terms and conditions.

If negotiations are held during the period of validity of the Bid, we undertake that our Bid will be binding upon us and will be subject to the modifications resulting from Contract negotiations. However the Bid validity continues to be 120 (one hundred twenty only) days.

We understand Transport Department, Government of Haryana, is not bound to accept any Proposal that it receives from us.

Yours sincerely,

Authorized Signature [In full]:

Authorized Signature [In initials]:

Name and Title of Signatory:

Name of Firm:

Address: .

[Note1: Authorized person signing shall attach to this document as proof of authorisation for signing on behalf of the Bidder Company

Note2: To be signed in blue ink]

Form b) Letter of Undertaking

[On the letterhead of the Bidder]

LETTER OF UNDERTAKING

Date:

Transport Department, Government of Haryana, Chandigarh

Re: Tender No.

We acknowledge that the documents for Tender No. _____ issued to us are confidential and we hereby undertake and agree as follows:

1. 1.“Confidential Information” means the Tender documents and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) Transport Department, Government of Haryana or obtained directly or indirectly from Transport Department, Government of Haryana or its representatives by us or which is generated by us or any information or data that we receive or have access to, as a result of the Tender, as being confidential information of ICAT, provided that such term does not include information that (a) was publicly known or otherwise known to us prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by us or any person acting on our behalf.
2. We shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by us in good faith to protect confidential information of third parties delivered to us, provided that we may deliver or disclose Confidential Information to our authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking.
3. We shall not at any time whatsoever:
 - a) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the Transport Department, Government of Haryana to any third party.
 - b) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
4. In case our bid is not accepted and immediately upon the acceptance of the bid of any of the other Bidder, 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.
5. 5.We shall certify to Transport Department, Government of Haryana that we have returned or destroyed such Confidential Information to Transport Department, Government of Haryana within two (2) days of such a request being made by Transport Department, Government of Haryana

Name of Bidder

Signature of Authorised Representative

Form c) Earnest Money Deposit

Date:

Form c) Bank Guarantee

To

The Transport Commissioner, Transport Department, Government of Haryana, Chandigarh

Re: Tender No.dated

We hereby enclose the Bank Guarantee for Indian Rupees Fifty Lakhs Only (Rs. 50,00,000.00

Only) from the bank of

Name of Bidder

Signature of Authorised Representative

[Note: The Demand Draft to be attached with this Form] as Form c)

FORM OF BANK GUARANTEE FOR EMD

Whereas,..... having its **registered office**(Name and Address of bidder)(hereinafter called "the Bidder" wishes to submit his bid for(Name of work).

And Whereas, the bidder is required to furnish a Bank Guarantee for the sum of **Rs. 50,00,000/-(Rupees. Fifty Lakh only)** as Earnest Money Deposit (EMD) against the Bidder's offer as aforesaid.

And Whereas,..... (Name of the Bank) have, at the request of the bidder, agreed to give this guarantee as herein after contained.

KNOW ALL MEN BY THESE PRESENT that we.....(Name and address of Bank) having our registered office at(hereinafter called "the Bank") are bound unto the Transport Commissioner, Haryana , 30 Bays Building, 2nd Floor, Sector 17C, Chandigarh – 160017, Haryana (India)(hereinafter called "the Employer") in the sum of **Rs 50,00,000/-**(Rs. Fifty Lakh only) for which payment will and truly to be made to the said Employer, the bank binds itself, its successors and assigns by these presents.

We further agree as followings:

- a) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the bidder in regard to the conditions contained in the said bid and thereby modify these condition or add thereto any further conditions as may be mutually agreed upon between the employer and the bidder.
- b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our bank or in the constitution of the bidder.
- c) That any account settled between the Employer and the bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d) That this guarantee commences from the date hereof and shall remain in force till(date to be filled up) (upto **180 days** from the deadline date of submission of bid)
- e) That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

The conditions of this obligations are :

- a. If the bidder withdraws his bid during the period of Bid Validity specified in the Form of Bid, or
- b. If the bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid Validity
 - I. Fails or refuses to furnish the Performance Guarantee in accordance with relevant clause of the tender and/or
 - II. Fails or refuses to enter into a contract within the time limit specified in the relevant clause of the tender document.

We undertake to pay to the Employer mere on demand without demur upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a) & (b) mentioned above, specifying the occurred condition or conditions.

Signature of.....

Authorized Official of the Bank

Signature of the Witness

Name of official.....

Designation.....

Name of the Witness

Stamp/Seal of the Bank.....

.....

Address of the Witness

.....

Form D)Proforma for Performance Bank Guarantee

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

WHEREAS Transport Department, having its office at 30 Bays Building, 2nd Floor, Sector 17C, Chandigarh – 160017, Haryana (India) (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns), has executed a contract on [*Please insert date of execution of Contract*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” 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 (“**Works**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof. .

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Chandigarh, Haryana for an amount of Rs. 3,00,00,000 (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, 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 Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand in the form set out in Appendix I (“**Demand**”) from the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner 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 Owner in such Demand. The Owner 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 Owner 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 [*figure of Guaranteed Amount to be inserted here*]..... only).
- iii. The Owner 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 Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

- iv. (The rights of the Owner 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 Contractor 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 Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- 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 Chandigarh 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 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 expiry of the Warranty Period under the Contract. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. However, if the Contractor's obligations against which this bank guarantee is given, are not completed or fully performed by the Contractor 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 Contractor fulfills its obligations under the Contract.

We have the power to issue this bank guarantee in your favour under Memorandum and Article 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.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

APPENDIX 1

Form of Demand

[To the issuing Bank]

Dear Sir/s,

The Contract between Transport Department, Haryana and [Please insert the name of the Successful Bidder]

Bank Guarantee No. ***** ("the Bank Guarantee")

We refer to the above Contract and Bank Guarantee. Terms defined in the Bank Guarantee shall have the same meaning when used herein.

In accordance with the terms of the Bank Guarantee, we require payment by you of the sum of Rs. [*****] (** Rupees) to the following account:

Account Number: [] with [] Bank, [] Branch, Sort Code [].

Yours sincerely,

[Signed by

[]

for and on behalf of

Transport Department, Haryana

Form e) Deviations Suggested

[The Bidder must present and justify here any modification or improvement to the suggested Conditions of Contract proposed to in the interest of Transport Department, Government of Haryana. Such suggestions should be concise and to the point. In case, the Bidder does not want to suggest any deviation, this section must contain a statement indicating “No Deviation Suggested”]

[The Bidder shall use the following template in order to explain the deviations, and fill and include in the current document as many templates as deviations appear in its offer. The Bidder shall be required to furnish a separate sheet as per the following template for each deviation suggested.]

Subject	Minimum Requirement appearing on the
	[Please copy the requirement on the Equipment Details]
Proposed Specification	
[Explain in detail what alternative solution are you proposing]	
Reasons for the proposed solution to be superior than initial requirement	
[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and Checklist]	

Form f) Detailed Technical Specifications

(To be scanned and uploaded)

[The Bidder is requested to fill each chapter of the following form with the detailed description of the proposed equipment. If required, Bidder may also provide drawings/graphical representations along with this form. The structure of this document is according to the TCC, and the Bidder shall maintain the same structure].

ATS STATIONS

1. FUNCTIONAL REQUIREMENTS

1.1 General Purpose of the inspection lane

[Please fill, giving details about how the Bidder is responding to all requirements]

1.2 Tests to be Performed

[Please fill]

1.3 Test configuration

1.3.1. Inspection sequence

[Please fill]

1.4 IT Platform

[Please fill]

2. TECHNICAL DESCRIPTION

2.1 Technical specifications

[Please fill]

2.2 Common Equipment

[Please fill]

2.2.1. Free wheel Trolley

[Please fill]

2.2.2. Bogie Roller Set

[Please fill]

2.2.3. Calibration Equipment

[Please fill]

2.2.4. Tyre pressure filler and indicator

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Resolution	+/- 0.1 bar	
2	Accuracy	± 0.5 % of Full Scale or better	
3	Full scale	Specify	

2.2.5. Number Plate Reader Camera (Digital Camera with on line connectivity to thePC)

[Please fill]

2.3 Inspection Lanes Light Motor Vehicles

[Please fill]

2.3.1. Roller brake tester – light vehicles

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Maximum measurable brake load	at least of 6kN	
2	Difference in left & right braking efficiency		
3	Brake load resolution	<= 100N	
4	Approximate Testing speed	5 km/h ± 1 km/h	
6	Suitable roller diameter, length and separation as per the Matrix given in clause (2.10) as per Annexure		
7	Roller surface - Minimum frictional coefficient	0.6 (Supporting documents need to be provided.)	
8	Roller surface - Service life	Minimum 25000 hrs.	
9	Provision for lifting and braking of roller for easy exit of vehicle		
10	Measurement accuracy	± 1% of the measured value	

2.3.2. Axle Weight Measurement – light vehicles

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Measuring range	0 – 3000 kg	
2	Resolution	5 kg	

3	Accuracy	$\pm 1\%$ of reading	
4	Weighing scale for measurement of each axle weight is required. The system should determine this by adding together the axle weight, tare weight/Kerb weight of the vehicle.		

2.3.3. Suspension tester – light vehicles

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Measurement accuracy-	$\pm 1\%$ of wheel load	
2	Amplitude of excitation	6.5 mm +/- 5 mm	

2.3.4. Side slip tester – light vehicles

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Suitable dimension of track plate length , weight and height		
2	Measuring range	± 20 m/km	
3	Measuring resolution	1 m/km	
4	Accuracy	± 1.0 m/km	

2.3.5. Joint Play tester – light vehicles

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Maximum Force per plate	at least of 6kN	
2	Maximum movement on each side	50mm-80mm	

2.3.6. Electronic Steering gear play Detector – light vehicles

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Capable of measuring Angular movement up to	$\pm 30^\circ$	

2	Recording mechanism to measure wheel movement against steering movement		
3	Measurement accuracy-	±2% of full scale deflection	

2.3.7. SemiAutoamatic Head light tester

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Light Intensity range measure (min)	0-100,000 cd	
2	Illumination Intensity range measure	0-200 lux	
3	Headlight tester capable of measuring headlamp with their Centres above ground level	500 mm to 1200 mm	
4	Vertical and horizontal measuring range	±50 cm/10 m (±5 %)	
5	Maximum deviation of intensity	±5% of reading	
6	Headlamp tester to be placed on a perfectly level surface/rails.		
7	Maximum deviation of inclination measurement (Vehicle orientation_	±0.1%	

2.3.8. Smoke Meter (Opacimeter)

[Please fill]

Copy of Type Approval Certificate needs to be attached.

2.3.9. Exhaust gas analyzer

[Please fill]

Copy of Type Approval Certificate needs to be attached.

2.3.10.Speedometer Tester– light vehicles

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
---------	----------------	--------------	------------------------

1	Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in clause (2.10) of the Annexure		
2	Measuring range	20 – 160 km/h	
3	Resolution	1 km/h	
4	Accuracy	± 1 % of indicated reading	
5	Provision for lifting and braking of roller for easy exit of vehicle		

2.3.11. Sound Level Meter

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Recommended as per	IEC 60651/ IEC 61672-1	
2	Measuring level	≤ 30dB to ≥120dB	
3	Frequency	A & C	
4	Accuracy	± 1.5 dB	
5	Mounting	Tripod stand mounted	
6	Power	Build battery for power source of charging from outlet of 220V AC	
	The location of the Sound Level Meter to be clearly marked on the test station.		

2.3.12. OBD Scan Tool

[Please fill]

Sr. No.	Specifications	Bidders Specifications
1	Must be a hand held scan tool which is compatible across all vehicle classes viz. passenger cars, Motor vehicles etc.	
2	Compliant to: OBDII/EOBD/HD- OBD/WWH-OBScan-Tool in accordance with SAE J1979, SAE J1939 and ISO 27145	
3	Must support different OBD modes Viz. Mode 01 to Mode0A	

4	Must support all the standard Parameter Identifications of the vehicle	
5	Diagnostics Communication mediums Supported KWP2000 (K-Line, CAN TP2.0 and ISO-CAN), UDS (ISO-CAN)	
6	The tool must be capable of automatically selecting the protocol	
7	Must have an easy GUI and push buttons to navigate to different menus that are available	
8	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. <ul style="list-style-type: none"> • MIL Status • Mode 1 to Mode A data. • DTC. 	

2.3.13. Test Fingers

[Please fill]

Sr. No.	Specifications	Bidders Specifications
1	IP XXB & IP XXD test fingers	

2.3.14. Insulation Tester(For Electric &Hybrid-Electric Power Train Vehicle Only)

[Please fill]

2.3.15.

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Rated measuring voltage	upto1000V DC/AC (45 to 65 Hz)	
2	Measuring range	10 K Ω to 100 M Ω or better	
3	Accuracy	Upto 10M Ω \pm 2% of reading & above 10M Ω \pm 5% of reading	
4	Measurement categories	CAT III 600 V	

5	Display	Digital count display	
6	Protection grade	IP40	
7	Compliant to	EN61010	
8	Operating temperature	-10°C to +50°C	
9	Humidity range	greater than 90%	
10	Must be working on	replaceable or rechargeable batteries	
11	Accessories	USB communication adaptor, Soft case, Line probe with remote switch, Earth probe set, Probe tip (hook type & extended type), Shoulder strap	

2.4 Inspection Lane Heavy Motor Vehicles

2.4.1. Roller brake tester

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Maximum measurable brake load	at least of 40 kN	
2	Difference in left & right braking efficiency	To be mentioned - Bidder to specify	
3	Suitable roller diameter ,length and separation as per Matrix given in clause(2.10) of this Annexure		
4	Roller Surface Minimum frictional coefficient	0.6 (Supporting documents need to be provided.)	
5	Roller Surface Service life	minimum 25000 hrs	
6	Brake load resolution	≤ 100N	
7	Approximate Testing speed	minimum 2.5 km/h	
8	Measurement accuracy-	±1% of the measured value	
9	Provision for lifting and braking of roller for easy and exit of vehicle		

2.4.2. Axle Weight Measurement

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Measuring range	0 kg – 15000 kg	
2	Resolution	5 kg	
3	Accuracy	± 1% of reading	
4	Weighing scale for measurement of each axle weight is required. The system should determine this by adding together axle weight, tare weight/ Kerb weight of the vehicle		

2.4.3. Side slip tester

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Suitable dimension of track plate length, weight and height.		
2	Measuring range	± 20 m/km	
3	Measuring resolution	1 m/km	
4	Accuracy shall be	±1.0m/km	

2.4.4. Joint Play tester

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Maximum Force per plate	at least of 30kN	
2	Maximum movement on each side	100 mm (Hydraulic)	

2.4.5. Electronic Steering gear play tester

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Angular movement	± 30°	
2	Recording mechanism to measure wheel movement against steering movement		
3	Measurement accuracy-	±2% of full-scale deflection	

2.4.6. Semi-Automatic Head light tester

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Light Intensity range measure (min)	0-100,000 cd	
2	Illumination Intensity range measure	0-200 lux	
3	Headlight tester capable of measuring headlamp with their Centres above ground level	500 mm to 1200 mm	
4	Vertical and horizontal measuring range	± 50 cm/10 m (± 5 %)	
5	Maximum deviation of intensity	± 5 % of reading	
6	Headlamp tester to be placed on a perfectly level surface/ rails.		
7	Maximum deviation of inclination measurement (Vehicle orientation):	± 0.1 %	

2.4.7. Smoke Meter (Opacimeter)

[Please fill]

Copy of Type Approval Certificate needs to be attached.

2.4.8. Exhaust gas analyzer

[Please fill]

Copy of Type Approval Certificate needs to be attached.

2.4.9. Speedometer Tester

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in (2.10) of the Annexure		
2	Measuring range	25 – 100 km/h	
3	Resolution	1 km/h	

4	Accuracy	± 1 % of indicated reading	
5	Provision for lifting and braking of roller for easy exit of vehicle		

2.4.10.Sound Level Meter

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Recommended as per	IEC 60651/ IEC 61672-1	
2	Measuring level	≤ 30dB to ≥120dB	
3	Frequency	A & C	
4	Accuracy	± 1.5 dB	
5	Mounting	Tripod stand mounted	
6	Power	Build battery for power source of charging from outlet of 220V AC	
7	The location of the Sound Level Meter to be marked on the test station.		

2.4.11. OBD Scan Tool

[Please fill]

Sr. No.	Specifications	Bidders Specifications
1	Must be a hand held scan tool which is compatible across all vehicle classes viz. passenger cars, Motor vehicles etc.	
2	Compliant to: OBDII/EOBD/HD- OBD/MWH- OBD Scan-Tool in accordance with SAE J1979, SAE J1939 and ISO 27145	
3	Must support different OBD modes Viz. Mode 01 to Mode0A	
4	Must support all the standard Parameter Identifications of the vehicle	
5	Diagnostics Communication mediums Supported KWP2000 (K-Line, CAN TP2.0 and ISO-CAN), UDS (ISO-CAN)	
6	The tool must be capable of automatically selecting the protocol	

7	Must have an easy GUI and push buttons to navigate to different menus that are available	
8	<p>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.</p> <ul style="list-style-type: none"> • MIL Status • Mode 1 to Mode A data. • DTC. 	

2.4.12. Test Fingers

[Please fill]

Sr. No.	Specifications	Bidders Specifications
1	IP XXB & IP XXD test fingers	

2.4.13. Insulation Tester (For Electric &Hybrid-Electric Power Train Vehicle Only)

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Rated measuring voltage	upto1000V DC/AC (45 to 65 Hz)	
2	Measuring range	10K Ω to 100 M Ω or better	
3	Accuracy	Upto 10M Ω \pm 2% of reading & above 10M Ω \pm 5% of reading	
4	Measurement categories	CAT III 600 V	
5	Display	Digital count display	
6	Protection grade	IP40	
7	Compliant to	EN61010	
8	Operating temperature	-10°C to +50°C	
9	Humidity range	greater than 90%	
10	Must be working on	replaceable or rechargeable batteries	

11	Accessories	USB communication adaptor, Soft case, Line probe with remote switch, Earth probe set, Probe tip (hook type & extended type), Shoulder strap	
----	-------------	---	--

2.5 Software considerations

[Please fill]

2.6 Safety Systems

2.6.1. Personal safety systems

[Please fill]

2.6.2. Power cut-off protection device

[Please fill]

Form g) References

1.1 Automotive References

[In response to requirement appearing in Annexure Bidder's Company Requirements", Bidder shall provide the details of all projects handled by it during last ten years, where the Bidder has met specifications and accuracies similar to the requirements appearing in Annexure IV Equipment Details, as per the table below.]

S. No.	Description of Equipment	Year of Installation	Country	Role- Supplier	Name and Contact Details of the Client
1					
2.....					
S. No.	Description of Equipment	Year of Installation	Country	Role- Operation	Name and Contact Details of the Client
1					
2.....					

1.2 Similar References

[In response to requirement appearing in point 1.2 of "Annexure III Bidder's Company Requirements" Bidder shall provide detailed description of at least one project similar to the current Scope of Supply, meaning full fix inspection lanes, where Bidder had full responsibility on the design, manufacture, supply, installation and operation of the facility. The Bidder is requested to fill and include in this chapter one proforma (see below) per each given reference.]

1.3 Government Approved References

[In response to requirement appearing in point 1.2 of "Annexure III Bidder's Company Requirements" Bidder may provide detailed description of at least two projects where the installed equipment (turn-key inspection station) is used for Government approved tests and have been used for at least five years for Official Inspection of Vehicles. The Bidder is requested to fill and include in this chapter one proforma (see below) per each given reference.]

1.4 Specific References

[The Bidder is requested to fill and include in the current chapter all Specific References requested in "Annexure III Bidder's Company Requirements". Please use as many proformas for References (see below) as necessary. In the case one reference given by the Bidder covers more than one required Specific Reference, Bidder can merge the Specific References requirements]

Form g) References Proforma for References

Reference number:		<p>[For “Similar References” please name each reference as</p> <p>“Similar Reference #...” with consecutive numbers.</p> <p>For “Specific References” please name each reference as “Specific Reference #...” with number referring to the corresponding table in “Annexure III Bidder’s Company Requirements”</p> <p>For “Sub-contractor Experience”, please name each reference as “Sub-contractor Reference #...” with consecutive numbers.]</p>
Project and Location		Client Point of Contact
		[Contact Person and Contact Details including address, telephone number, mobile number, fax number, e-mail address, etc.]
Participation: † Prime † JV / Consortium Partner † Subcontractor		
Description of scope of work		
[(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.]		
Project Duration		Reasons for delay (if any)
Start Date	Completion Date	
Other Information		
[Any other information regarding accomplishments, project complexities, etc that Bidder desires to provide]		

Form h) Service Support

The Bidder is requested to include in each chapter of the current document, the following information in order to demonstrate the compliance with requirements appearing in Annexure I Scope of Supply.

1.1 Service Support Organisation

[The Bidder shall provide the details of service support establishments in India with the strength of service personnel at each of the service Centre. The location and capacity (role and workforce) of the Service Support in India shall be clearly specified, and resumes for the key service personnel shall be provided in the current chapter, using "Proforma for Curriculum Vitae". The details of all service personnel in India shall be provided as per table below.

Name	Location	Role	Years of Experience

[The supplier shall also describe the Structure of the Service Support which will be put at the Centres' disposal for smooth Operation and Technical Support, describing how the local Service Support will interface with the employees for operation of the Centre, in terms of work force and spare parts. Further, the Bidder shall provide the details of location and mechanism of service support from parent company if situated outside India. The Bidder shall provide the resumes of key personnel from its world-wide service support organization who will be responsible for providing the service support.

Extent of breakdowns which would be solved, the process required to solve them and the associated duration and down times shall be described.

Further, the extent of breakdowns which would require Worldwide Support, the process required to solve them and the associated duration and down times shall also be described.]

PROFORMA FOR CURRICULUM VITAE

1. Name of Staff [Insert full name]:
2. Date of Birth: Nationality:
3. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
4. 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.]:

Form i) Bidder's Organisation, Company Profile

The Bidder is requested to provide the information required in the current document in order to demonstrate its structure that it has enough capacity for successfully achieving this Project, as requested in "Annexure III Bidder's Company Requirements". In case of consortium, the bidder is required to furnish details of its partner/partners (maximum three including leader). The document should clearly indicate name of the lead partner of the consortium.

1.1 Company Information

[Bidder is requested to fill the following information as "General Company Information"]

Bidder Identification	
a) Name of Company	
b) Registered address (in full)	
c) Details of registration (in full)	
d) Principal place of business	
e) Telephone number	
f) Facsimile number	
g) Website	
h) Person to contact in connection with this Bid (Name , Designation, Contact No)	
i) Name and Address of Bankers	
Business Organization	
a) Date incorporated	
b) Where incorporated	
c) Parent/Leader company (if any) and its involvement in the project	
d) Subsidiary of	
e) Major subsidiaries and locations of other offices	
f) Brief description of company's principal activities with emphasis on scope of work (Use separate sheets as required)	
g) Has your company ever been black listed or terminated for default by any Indian government entity	[If yes, provide detail in an attachment to this form]

1.2 Company Description & Capability Statement

[Provide here a brief (a maximum of three pages) description of the organization and an explicit statement of capability of the organization. In response to requirement of Bidder's Company Requirements",

Form i) Bidder's Organisation, Company Profile Form

Bidder is requested to fill the following table indicating the type, number and financial amount of facilities installed in the last 5 years. Each S.No. shall correspond to one kind of projects, for example Light vehicle test lanes and heavy vehicle test lanes.]

S.No.	Description of Equipment/Projects	Place of Installation		2014	2015	2016	2017	2018	Total
1			No.						
			Amount						

1.3 Organisation Structure

[Please provide in the current chapter, the Organization Chart showing company structure, including positions of directors and managers and location of all other offices in the world.

Please provide in the current chapter, a statement about the total number of employees of the Bidder, their skill sets with specific information on the employees based in India.

1.4 Financial Information

[Bidder is requested to fill the following for "Financial Company Information"]

Year			2015-16	2016-17	2017-18
Annual Turnover					
Net Profit (% of Annual Turnover)					

1.5 Consortium Information

In case of application under 'Consortium' additional documents:

S.No.	Description of Document	No. of pages	Remarks, if any
1	MOU between consortium members		
2	Company Profile with details of address for communication, contact person & his contact details, web-site etc. of members other than those submitted above		
3	Financial results for last five years, of members other than those submitted above		

Form j) Description of Approach, Methodology and Work

The Bidder is requested to provide in each chapter of the current document, the following information.

1.1 Work Plan and Implementation Schedule

[In this document the Bidder shall explain the proposed approach to the assignment, methodology for carrying out the activities and obtaining the expected output. The Bidder shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by ARAI), and delivery dates, taking into account ARAI requirements, especially Project Milestones specified in “Annexure I Scope of Supply”, by means of a detailed implementation schedule. The implementation schedule should at least include –

- The date of submission of the details of interfaces with civil works and general utilities required for the proper installation of the equipment supplied, within four weeks from the award of work.
- The dates for shipment
- The dates for starting installation
- The dates for acceptance testing
- The dates for commissioning
- Commencement of Operation

1.2 Project Implementation Team

[In this chapter the Bidder should propose the structure and composition of the team which shall work on implementation of this project. The Bidder shall designate a Project leader who shall be overall responsible for execution of the project and shall act as a single point of contact for Transport Department, Government of Haryana. The Project leader shall be a person with adequate experience in installation of equipment and operation of the Centre. The resume of the Project Leader as well as the Site Leaders, members of the project implementation team and members of the operational team shall be provided under this chapter along with details of their experience, skill set, training received, etc, as per the Proforma for Curriculum Vitae (see below). The Bidder shall also provide information on the proposed roles of each of the team members, including the Site Leaders and when the Bidder proposes to deploy them during the assignment.]

1.3 Operation Details

[In this chapter the Bidder shall give a detailed explanation on the Operation with respect to the details of the persons involved for managing the Inspection Centre and testing the vehicles, reporting, data integration, monitoring, and fees collection, etc. The time required for each test and how the entire operation shall be managed]

PROFORMA FOR CURRICULUM VITAE

1. Name of Staff [Insert full name]:
2. Date of Birth: Nationality:
3. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
4. 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. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
9. 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.]:

ANNEXURE – XI

FINANCIAL BID FORMAT

ANNEXURE – XI - FINANCIAL BID FORMAT

Here the Bidder shall mention “Automation Fee” which is test fee in addition to the fee applicable for different categories of vehicle as prescribed in GSR 1183(E) dated 28th December 2016 for each vehicle category.

1. Transport Department, shall finalise and notify the “Vehicle Testing Fee” at ATS Centre considering the Fitness Testing Fee as per Rule 81 of CMVR depending upon category of vehicles and charges quoted by the Bidder as “Automation Fee” for the investment to be made by it for construction of the building, supply, installation, commissioning, and maintenance of the equipment at ATS Centre. Bidder would be allowed to collect the Vehicle Testing Fee as well as applicable GST over it from the Vehicle Owners.
2. The Bidder has to quote its charges as “Automation Fee” to cover the cost of automation and technology utilized for conducting the testing of vehicles in terms of the Contract.
3. Vehicle Testing Fee depending upon category of Vehicles which will be notified by the State Government as follows:-
 - A. Vehicle Fitness Testing Fee for 3 Wheelers / Light Motor Vehicles (LMV)
 - B. Vehicle Fitness Testing Fee for Medium Motor Vehicles (MMV) / Heavy Motor Vehicles (HMT)

Category of Vehicle	Vehicle Testing Fee
3Wheelers / LMV (Light Motor Vehicles)	Automation Fee “X” + CMVR Fees i.e. Automation Fee “X” + 600
MMV(Medium Motor Vehicles) / HMT (Heavy Motor Vehicles)	Automation Fee “Y” + CMVR Fees i.e. Automation Fee “Y” + 1000

Selected Bidder shall collect from Vehicle Owner “Vehicle Fitness Testing Fee as well as GST as applicable The fee as mentioned under CMVR Rule 81 which, presently, for 3 Wheeler / LMV category of vehicle at automated Centre is INR 600/- and for MMV/HMT category of Vehicle at automated Centre is INR1000/- shall continue to be charged by the State Government. The bidder shall be entitled only to the vehicle testing fees quoted by him as well as applicable GST on it, independently of the above CMVR mentioned fees. The bidder will get his vehicle testing fee as well as applicable GST, as the amount to cover the cost of automation and technology utilized by him for conducting the testing or providing value added services.

4. After considering the Vehicle Fitness Testing Fee as per Rule 81 of CMVR and charges quoted by the Bidder as “Automation Fee”, Government shall finalise and notify the “Vehicle Testing Fee” to be charged from the vehicle owners depending upon on the category of vehicles.

5. **Automation Fee “X” and “Y” are required to be quoted** by Bidder as fee to cover the cost of automation and technology utilized for conducting the fitness testing of respective category of Vehicles in the following table, which would be exclusive of applicable taxes (GST) as follows:

Category of Vehicle	Automation Fee (in INR)
3Wheelers / LMV (Light Motor Vehicles)	X (In fig) In words INR
MMV(Medium Motor Vehicles)/HMV (Heavy Motor Vehicles)	Y (In fig) In words INR.....

6. In case of any difference in the amount quoted in figures and words then amount mentioned in word will be taken as final quoted amount. Bidder shall quote its Vehicle Testign Fee” “X” and “ Y” respectively and shall quote in Indian rupees only, in round figures (i.e. not in decimals for e.g. testing fee value quoted as 500 is acceptable but not as 500.30) by the prospective bidders. Any bid having Fees quoted in decimals will not be accepted and that bid will be out rightly rejected i.e. will not be considered for evaluation purpose.
7. After considering the Vehicle Fitness Testing Fee as per Rule 81 of CMVR and charges quoted by the Bidder as “Automation Fee”, Government shall finalise and notify the “Vehicle Testing Fee” to be charged from the vehicle owners depending upon on the category of vehicles.
8. In order to take care of increase in operation and maintenance cost, Transport Department, would allow the Bidder to increase the “Vehicle Testing Fee” after every three years by 10% of the prevailing Vehicle Testing Fee for the three year period i.e. if Vehicle Testing Fee for the prevailing three year period was “Z” then Vehicle Testing Fee for the three year’s will be $Z+10\%$ of $Z= 1.10Z$.
9. The period of Agreement will be Centre-wise and from date of the start of Commercial operation of the Centre for 15 years or extension of 5 more years, as the case may be.
10. The additional amount quoted by the Bidder over and above the statutory fee specified in rule 81 of CMVR shall be notified by the Transport Department, as the fee payable to cover the cost of automation and technological up-gradation.
11. In case the Transport Department, Haryana requires the Bidder to undertake, in addition to the Works specified herein:
- Any additional test;
 - Providing testing for additional category/type of vehicles;
12. In such a case, notwithstanding anything to the contrary contained herein, the Bidder shall undertake such additional work subject to additional fee as per mutual agreement

of the Parties.

13. In case any additional lane is required by the Bidder for complying with the aforesaid instructions, the Transport Department, Haryana shall provide requisite support to comply with the directions.

ANNEXURE – XII - VEHICLE POPULATION AND VEHICLE FITNESS DATA

Transport Vehicles fitness certification 2014-15												
Sr. No.	Name of the Districts	Multiaxled /articulate vehicles	Truck/ Lorries	Total	Light Motor Vehicles			Buses				Total Buses
					Goods			Stage Carriage	Contract Carriage	Pvt. Service Vehicles	Other buses	
					4-whillrs	3-whillrs	Total					
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Ambala	1227	2954	4181	949	155	1104	55	568	52	13	688
2	Bhiwani	0	4552	4552	3218	14	3232	0	0	0	25	25
3	Ch. Dadri	0	0	0	0	0	0	0	0	0	0	0
4	Faridabad	3088	2967	6055	1825	143	1968	0	30	84	0	114
5	Fatehabad	613	1004	1617	903	62	965	216	0	179	0	395
6	Gurgaon	8155	28455	36610	14587	799	15386	530	865	210	540	2145
7	Hisar	1675	2473	4148	4539	185	4724	319	2	1235	0	1556
8	JHAJJAR	3020	5035	8055	2006	1502	3508	90	0	70	0	160
9	Jind	1800	2410	4210	1980	5	1985	58	2	0	670	730
10	Kaithal	253	526	779	1300	433	1733	103	438	0	0	541
11	Karnal	2221	1779	4000	2190	3997	6187	70	147	89	10	316
12	Kurukshetra	1573	674	2247	1293	91	1384	182	0	23	712	917
13	M Garh	27	953	980	0	41	41	214	0	0	0	214
14	Panchkula	157	3598	3755	1920	348	2268	102	0	0	0	102
15	Panipat	68	460	528	202	227	429	150	765	20	750	1685
16	Rewari	1	760	761	188	67	255	27	25	25	0	77
17	Rohtak	3047	2196	5243	1770	935	2705	647	25	53	336	1061
18	Sirsa	202	473	675	0	8	8	2	37	0	0	39
19	Sonipat	0	252	252	0	12	12	19	0	0	0	19
20	Y Nagar	101	6935	7036	640	554	1194	221	0	19	123	363
21	Mewat	508	5492	6000	1000	72	1072	7	0	2	79	88
22	Palwal	1966	1151	3117	0	325	325	0	0	0	294	294
	Total	29702	75099	104801	40510	9975	50485	3012	2904	2061	3552	11529

Transport Vehicles fitness certification 2014-15										
Sr. No.	Name of the Districts	Taxis				Passenger			Motor cycles on hire	Total Transport
		Motor cabs	Maxi cabs	Other taxis	Total taxis	3-seater	4-6-seater	Total		
		14	15	16	17	18	19	20	21	22
1	Ambala	956	658	111	1725	1243	239	1482	0	9180
2	Bhiwani	1533	0	0	1533	2580	0	2580	0	11922
3	Ch. Dadri	0	0	0	0	0	0	0	0	0
4	Faridabad	197	6	0	203	4116	203	4319	0	12659
5	Fatehabad	0	0	205	205	996	0	996	0	4178
6	Gurgaon	8079	33	10	8122	7228	10080	17308	0	79571
7	Hisar	447	6	312	765	2076	110	2186	0	13379
8	JHAJJAR	2140	0	0	2140	0	0	0	0	13863
9	Jind	76	70	0	146	600	240	840	0	7911
10	Kaithal	0	0	819	819	901	320	1221	0	5093
11	Karnal	470	2970	517	3957	0	0	0	0	14460
12	Kurukshetra	120	61	0	181	0	465	465	0	5194
13	M Garh	336	225	0	561	145	0	145	0	1941
14	Panchkula	80	45	0	125	2200	0	2200	0	8450
15	Panipat	246	0	0	246	299	173	472	0	3360
16	Rewari	1	4	0	5	91	219	310	0	1408
17	Rohtak	668	0	0	668	0	759	759	0	10436
18	Sirsa	27	0	0	27	282	0	282	0	1031
19	Sonipat	84	12	0	96	282	0	282	0	661
20	Y Nagar	132	21	0	153	850	44	894	0	9640
21	Mewat	0	0	1154	1154	129	0	129	0	8443
22	Palwal	0	0	111	111	0	0	0	0	3847
	Total	15592	4111	3239	22942	24018	12852	36870	0	226627

Transport Vehicles fitness certification 2015-16												
Sr. No.	Name of the Districts	Multiaxled /articulate vehicles	Truck/ Lorries	Total	Light Motor Vehicles			Buses				Total Buses
					Goods			Stage Carriage	Contract Carriage	Pvt. Service Vehicles	Other buses	
					4-whillrs	3-whillrs	Total					
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Ambala	1249	2971	4220	945	178	1123	55	602	61	19	737
2	Bhiwani	0	5240	5240	4609	39	4648	0	0	0	428	428
3	Ch. Dadri	0	0	0	0	0	0	0	0	0	0	0
4	Faridabad	1425	1196	2621	1661	196	1857	0	36	64	0	100
5	Fatehabad	822	1239	2061	796	56	852	218	0	412	0	630
6	Gurgaon	7524	31325	38849	15513	755	16268	542	1008	255	580	2385
7	Hisar	1710	2517	4227	4604	190	4794	327	2	1314	0	1643
8	JHAJJAR	3051	5008	8059	2103	1402	3505	0	0	0	391	391
9	Jind	1746	2150	3896	1920	8	1928	60	3	0	560	623
10	Kaithal	293	569	862	1393	442	1835	104	460	1	0	565
11	Karnal	2390	1925	4315	2270	4129	6399	70	149	91	13	323
12	Kurukshetra	1737	780	2517	1444	121	1565	186	0	23	768	977
13	MGarh	24	880	904	0	54	54	215	0	0	0	215
14	Panchkula	170	3490	3660	1851	251	2102	187	0	0	0	187
15	Panipat	51	456	507	186	265	451	150	780	28	448	1406
16	Rewari	0	700	700	188	92	280	1	24	5	0	30
17	Rohtak	2478	1670	4148	820	585	1405	590	20	45	435	1090
18	Sirsa	118	1545	1663	0	12	12	3	103	0	0	106
19	Sonipat	0	369	369	0	28	28	17	0	0	0	17
20	Y Nagar	106	8394	8500	784	684	1468	229	0	21	134	384
21	Mewat	708	6392	7100	800	30	830	7	0	3	68	78
22	Palwal	2764	860	3624	0	870	870	0	0	0	314	314
	Total	28366	79676	1E+05	41887	10387	52274	2961	3187	2323	4158	12629

Transport Vehicles fitness certification 2015-16										
Sr. No.	Name of the Districts	Taxis				Passenger			Motor cycles on hire	Total Transport
		Motor cabs	Maxi cabs	Other taxis	Total taxis	3-seater	4-6-seater	Total		
		14	15	16	17	18	19	20	21	22
1	Ambala	1009	665	123	1797	1288	252	1540	0	9417
2	Bhiwani	1524	0	0	1524	3495	0	3495	0	15335
3	Ch. Dadri	0	0	0	0	0	0	0	0	0
4	Faridabad	549	1	0	550	3424	550	3974	124	9226
5	Fatehabad	0	0	242	242	962	0	962	0	4747
6	Gurgaon	7650	29	12	7691	7341	10760	18101	261	83555
7	Hisar	502	5	408	915	2113	121	2234	0	13813
8	JHAJJAR	2079	0	0	2079	0	0	0	0	14034
9	Jind	150	234	0	384	850	382	1232	0	8063
10	Kaithal	0	0	891	891	952	393	1345	0	5498
11	Karnal	497	3251	617	4365	0	0	0	0	15402
12	Kurukshetra	123	83	0	206	0	511	511	0	5776
13	M Garh	480	30	0	510	142	0	142	0	1825
14	Panchkula	102	82	0	184	2590	0	2590	0	8723
15	Panipat	257	0	0	257	839	159	998	0	3619
16	Rewari	123	2	6	131	281	0	281	0	1422
17	Rohtak	530	0	0	530	0	2467	2467	0	9640
18	Sirsa	57	0	249	306	545	0	545	0	2632
19	Sonipat	148	28	0	176	431	0	431	0	1021
20	Y Nagar	141	39	0	180	927	56	983	0	11515
21	Mewat	0	0	1408	1408	34	0	34	0	9450
22	Palwal	0	0	444	444	0	0	0	0	5252
	Total	15921	4449	4400	24770	26214	15651	41865	385	239965

Transport Vehicles fitness certification 2016-17												
Sr. No.	Name of the Districts	Multiaxled /articulate vehicles	Truck/ Lorries	Total	Light Motor Vehicles			Buses				Total Buses
					Goods			Stage Carriage	Contract Carriage	Pvt. Service Vehicles	Other buses	
					4-whillrs	3-whillrs	Total					
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Ambala	1247	2951	4198	948	167	1115	57	617	53	17	744
2	Bhiwani	0	5029	5029	4896	52	4948	0	0	0	810	810
3	Ch. Dadri	0	0	0	0	0	0	0	0	0	0	0
4	Faridabad	3103	2517	5620	2301	153	2454	0	128	184	0	312
5	Fatehabad	1105	1513	2618	1018	73	1091	220	0	570	0	790
6	Gurgaon	7316	31004	38320	15208	656	15864	607	966	285	820	2678
7	Hisar	1835	2685	4520	5017	273	5290	330	2	1417	0	1749
8	JHAJJAR	3039	5028	8067	2114	1391	3505	0	0	0	412	412
9	Jind	1280	2060	3340	1970	45	2015	61	4	0	916	981
10	Kaithal	315	611	926	1501	459	1960	107	524	1	0	632
11	Karnal	2491	2219	4710	2392	4300	6692	79	172	93	9	353
12	Kurukshetra	1842	498	2340	1601	136	1737	185	0	24	859	1068
13	M Garh	14	837	851	0	79	79	0	281	0	0	281
14	Panchkula	178	3720	3898	2047	282	2329	190	0	0	0	190
15	Panipat	26	554	580	378	314	692	150	760	25	750	1685
16	Rewari	759	1188	1947	838	145	983	0	185	223	1	409
17	Rohtak	1938	1626	3564	565	445	1010	372	21	38	316	747
18	Sirsa	267	1709	1976	0	6	6	3	111	0	136	250
19	Sonipat	0	2476	2476	0	53	53	428	0	0	0	428
20	Y Nagar	93	7282	7375	769	599	1368	217	0	15	123	355
21	Mewat	478	5000	5478	505	30	535	7	80	8	80	175
22	Palwal	2852	887	3739	0	821	821	0	0	0	475	475
Total		30178	81394	111572	44068	10479	54547	3013	3851	2936	5724	15524

Transport Vehicles fitness certification 2016-17										
Sr. No.	Name of the Districts	Taxis				Passenger		Total	Motor cycles on hire	Total Transport
		Motor cabs	Maxi cabs	Other taxis	Total taxis	3-seater	4-6-seater			
		14	15	16	17	18	19	20	21	22
1	Ambala	995	663	119	1777	1269	261	1530	0	9364
2	Bhiwani	2164	0	0	2164	3702	0	3702	0	16653
3	Ch. Dadri	0	0	0	0	0	0	0	0	0
4	Faridabad	1902	13	0	1915	2941	1915	4856	2	15159
5	Fatehabad	0	0	314	314	1065	0	1065	0	5878
6	Gurgaon	9492	30	7	9529	7702	11840	19542	467	86400
7	Hisar	537	5	498	1040	2346	139	2485	0	15084
8	JHAJJAR	2797	0	0	2797	0	0	0	0	14781
9	Jind	460	280	0	740	1405	750	2155	0	9231
10	Kaithal	0	0	927	927	1089	456	1545	0	5990
11	Karnal	513	3370	619	4502	0	0	0	0	16257
12	Kurukshetra	125	89	0	214	0	535	535	0	5894
13	M Garh	709	1	0	710	185	0	185	0	2106
14	Panchkula	147	53	0	200	1973	0	1973	0	8590
15	Panipat	298	96	0	394	560	148	708	0	4059
16	Rewari	600	6	0	606	558	0	558	0	4503
17	Rohtak	392	0	0	392	0	1600	1600	0	7313
18	Sirsa	144	2	0	146	677	0	677	0	3055
19	Sonipat	1141	62	0	1203	618	0	618	0	4778
20	Y Nagar	139	37	0	176	898	49	947	0	10221
21	Mewat	0	0	1355	1355	250	0	250	3	7796
22	Palwal	0	0	853	853	0	0	0	0	5888
Total		22555	4707	4692	31954	27238	17693	44931	472	259000

TRANSPORT VEHICLES FY 2015-16 (Registered by District Transport Officers)											
Sl. No.	Name of the District	Multiaxled/ Articulated	Truck /Lorries	Light Motor Vehicles			Buses				
				Goods			Stage Carriage	Contract Carriage	Pvt Service Vehicles	Other Buses	Total Buses
				4-Whilrs	3-Whilrs	Total					
1	2	3	4	5	6	7	8	9	10	11	12
1	Ambala	2466	25563	6568	3949	10517	622	177	257	659	1715
2	Bhiwani	434	4681	6763	2142	8905	399	394	0	533	1326
3	Faridabad	29458	86868	21651	14506	36157	3571	660	580	800	5611
4	Fatehabad	0	2151	3271	271	3542	138	244	546	153	1081
5	Gurgaon	30374	56667	15629	7941	23570	2550	13658	495	1845	18548
6	Hisar	651	6872	10677	3559	14236	428	288	934	548	2198
7	Jhajjar	2996	17242	6056	849	6905	797	184	192	163	1336
8	Jind	1048	3777	4094	1315	5409	471	248	481	1	1201
9	Kaithal	612	1393	1639	729	2368	119	196	878	156	1349
10	Karnal	1048	5766	7197	4830	12027	502	426	613	170	1711
11	Kurukshetra	489	1461	3075	1083	4158	224	43	1103	144	1514
12	M Garh	132	3091	4975	697	5672	292	34	1488	31	1845
13	Panchkula	635	5935	2543	2285	4828	756	0	182	680	1618
14	Panipat	2343	3690	3793	2571	6364	289	554	685	68	1596
15	Rewari	3922	10514	6921	2388	9309	874	1477	13	0	2364
16	Rohtak	3917	17374	5190	5150	10340	874	545	80	505	2004
17	Sirsa	296	1982	2817	146	2963	594	65	781	283	1723
18	Sonipat	966	7834	5641	587	6228	175	417	0	1634	2226
19	Y Nagar	647	9013	4015	1265	5280	504	39	0	705	1248
20	Mewat	3609	6682	1027	750	1777	59	52	20	338	469
21	Palwal	1354	1777	1497	324	1821	2	87	6	570	665
Total		87397	280333	125039	57337	182376	14240	19788	9334	9986	53348

TRANSPORT VEHICLES FY 2015-16 (Registered by District Transport Officers)										
Sl. No.	Name of the District	Taxis			Total Taxis	Passenger		Total	Motor Cycle on hire	Total Transport
		Motor Cabs	Maxi Cabs	other taxis		3-Seater	4-6 Seater			
		13	14	15	16	17	18	19	20	21
1	Ambala	664	262	185	1111	4948	7924	12872	0	54244
2	Bhiwani	491	0	558	1049	1980	1027	3007	0	19402
3	Faridabad	12234	0	0	12234	34216	286	34502	995	205825
4	Fatehabad	189	0	58	247	488	1326	1814	0	8835
5	Gurgaon	1933	78	15323	17334	23266	5336	28602	0	175095
6	Hisar	816	0	0	816	4995	233	5228	0	30001
7	Jhajjar	1071	0	892	1963	1320	4193	5513	0	35955
8	Jind	761	142	744	1647	3606	2022	5628	0	18710
9	Kaithal	88	14	243	345	2060	526	2586	0	8653
10	Karnal	343	0	657	1000	5181	4191	9372	0	30924
11	Kurukshetra	156	48	378	582	3092	0	3092	0	11296
12	M Garh	2618	26	252	2896	1488	279	1767	0	15403
13	Panchkula	1037	176	602	1815	3511	3154	6665	0	21496
14	Panipat	92	72	1152	1316	5931	1561	7492	20	22821
15	Rewari	2361	0	0	2361	3354	53	3407	0	31877
16	Rohtak	944	473	870	2287	10734	4441	15175	0	51097
17	Sirsa	92	22	89	203	1282	441	1723	0	8890
18	Sonipat	2200	0	0	2200	6070	913	6983	0	26437
19	Y Nagar	283	118	251	652	3377	198	3575	0	20415
20	Mewat	93	23	229	345	2258	53	2311	0	15193
21	Palwal	276	0	477	753	3174	2	3176	0	9546
Total		28742	1454	22960	53156	126331	38159	164490	1015	822115

ANNEXURE–XIII – CENTRE-WISE MINIMUM TESTING EQUIPMENT REQUIREMENT

A. AMBALA ATS CENTRE – TESTING EQUIPMENT REQUIREMENT

S. No.	SCOPE OF SUPPLY	QUANTITY
1	Common Equipment	
i	Bogie Roller Set (Embedded For Heavy Motor Vehicles With Multi Axles Having More Than One Live Axle)	1
ii	Free Wheel Trolley (Portable For All Wheel Drive Light Motor Vehicles)	1
iii	Calibration Equipment Set	1
iv	Tyre Pressure Filler And Indicator	3
v	Number Plate Reader Camera (Digital Camera With On Line Connectivity To The Pc)	3
2	Lane Management Software For Each Centre	1
3	Server, CCTV, Audio Paging, LAN Network	<p>Server: 2 nos. (1 no. for center as a backup server)</p> <p>CCTV: 16 nos. per center (10 nos. per center for test shed & admin block and 6 nos. for under body inspection pits)</p> <p>Audio paging: 1 no.</p> <p>Necessary LAN network hardware with cables needs to be provided by the successful bidder.</p>
	Light Motor Vehicles Inspection Lane	
i.	Roller Brake Tester	1
ii.	Head Light Tester	1
iii.	Smoke Opacimeter	1
iv.	Exhaust Gas Analyzer	1
v.	Speedometer Tester	1
vi.	Steering Gear Play Detector	1
vii.	Suspension Tester	1
viii.	Side Slip Tester	1
ix.	Sound Level Meter	1
x.	OBD Scan Tool	1
xi.	Test Fingers	1
xii.	Insulation Tester	1
	Heavy Motor Vehicles Inspection Lane	
i.	Roller Brake Tester	2
ii.	Head Light Tester	2

iii.	Smoke Opacimeter	2
iv.	Exhaust Gas Analyzer	2
v.	Speedometer Tester	2
vi.	Steering Gear Play Detector	2
vii.	Side Slip Tester	2
viii.	Sound Level Meter	2
ix.	OBD Scan Tool	2
x.	Test Fingers	2
xi.	Insulation Tester	2

B. FARIDABAD ATS CENTRE – TESTING EQUIPMENT REQUIREMENT

S. No.	SCOPE OF SUPPLY	QUANTITY
1	Common Equipment	
i	Bogie Roller Set (Embedded For Heavy Motor Vehicles With Multi Axles Having More Than One Live Axle)	1
ii	Free Wheel Trolley (Portable For All Wheel Drive Light Motor Vehicles)	1
iii	Calibration Equipment Set	1
iv	Tyre Pressure Filler And Indicator	4
v	Number Plate Reader Camera (Digital Camera With On Line Connectivity To The PC)	4
2	Lane Management Software For Each Centre	1
3	Server, CCTV, Audio Paging, LAN Network	<p>Server: 2 nos. (1 no. for center as a backup server)</p> <p>CCTV: 12 nos. per center (8 nos. per center for test shed & admin block and 4 nos. for under body inspection pits)</p> <p>Audio paging: 1 no.</p> <p>Necessary LAN network hardware with cables needs to be provided by the successful bidder.</p>
	Light Motor Vehicles Inspection Lane	
i.	Roller Brake Tester	1
ii.	Head Light Tester	1
iii.	Smoke Opacimeter	1
iv.	Exhaust Gas Analyzer	1
v.	Speedometer Tester	1

vi.	Steering Gear Play Detector	1
vii.	Suspension Tester	1
viii.	Side Slip Tester	1
ix.	Sound Level Meter	1
x.	OBD Scan Tool	1
xi.	Test Fingers	1
xii.	Insulation Tester	1
Heavy Motor Vehicles Inspection Lane		
i.	Roller Brake Tester	3
ii.	Head Light Tester	3
iii.	Smoke Opacimeter	3
iv.	Exhaust Gas Analyzer	3
v.	Speedometer Tester	3
vi.	Steering Gear Play Detector	3
vii.	Side Slip Tester	3
viii.	Sound Level Meter	3
ix.	OBD Scan Tool	3
x.	Test Fingers	3
xi.	Insulation Tester	3

C. HISSAR ATS CENTRE – TESTING EQUIPMENT REQUIREMENT

S. No.	SCOPE OF SUPPLY	QUANTITY
1	Common Equipment	
i	Bogie Roller Set (Embedded For Heavy Motor Vehicles With Multi Axles Having More Than One Live Axle)	1
ii	Free Wheel Trolley (Portable For All Wheel Drive Light Motor Vehicles)	1
iii	Calibration Equipment Set	1
iv	Tyre Pressure Filler And Indicator	3
v	Number Plate Reader Camera (Digital Camera With On Line Connectivity To The PC)	3
2	Lane Management Software For Each Centre	1
3	Server, CCTV, Audio Paging, LAN Network	Server: 2 nos. (1 no. for center as a backup server) CCTV: 12 nos. per center (8 nos. per center for test shed & admin block and 4 nos. for under body inspection pits)

		Audio paging: 1 no. Necessary LAN network hardware with cables needs to be provided by the successful bidder.
	Light Motor Vehicles Inspection Lane	
i.	Roller Brake Tester	1
ii.	Head Light Tester	1
iii.	Smoke Opacimeter	1
iv.	Exhaust Gas Analyzer	1
v.	Speedometer Tester	1
vi.	Steering Gear Play Detector	1
vii.	Suspension Tester	1
viii.	Side Slip Tester	1
ix.	Sound Level Meter	1
x.	OBD Scan Tool	1
xi.	Test Fingers	1
xii.	Insulation Tester	1
	Heavy Motor Vehicles Inspection Lane	
i.	Roller Brake Tester	2
ii.	Head Light Tester	2
iii.	Smoke Opacimeter	2
iv.	Exhaust Gas Analyzer	2
v.	Speedometer Tester	2
vi.	Steering Gear Play Detector	2
vii.	Side Slip Tester	2
viii.	Sound Level Meter	2
ix.	OBD Scan Tool	2
x.	Test Fingers	2
xi.	Insulation Tester	2

D. GURUGRAM ATS CENTRE – TESTING EQUIPMENT REQUIREMENT

S. No.	SCOPE OF SUPPLY	QUANTITY
1	Common Equipment	
i	Bogie Roller Set (Embedded For Heavy Motor Vehicles With Multi Axles Having More Than One Live Axle)	2

ii	Free Wheel Trolley (Portable For All Wheel Drive Light Motor Vehicles)	1
iii	Calibration Equipment Set	1
iv	Tyre Pressure Filler And Indicator	6
v	Number Plate Reader Camera (Digital Camera With On Line Connectivity To The PC)	6
2	Lane Management Software For Each Centre	1
3	Server, CCTV, Audio Paging, LAN Network	<p>Server: 2 nos. (1 no. for center as a backup server)</p> <p>CCTV: 28 nos. per center (16 nos. per center for test shed & admin block and 12 nos. for under body inspection pits)</p> <p>Audio paging: 1 no.</p> <p>Necessary LAN network hardware with cables needs to be provided by the successful bidder.</p>
Light Motor Vehicles Inspection Lane		
i.	Roller Brake Tester	2
ii.	Head Light Tester	2
iii.	Smoke Opacimeter	2
iv.	Exhaust Gas Analyzer	2
v.	Speedometer Tester	2
vi.	Steering Gear Play Detector	2
vii.	Suspension Tester	2
viii.	Side Slip Tester	2
ix.	Sound Level Meter	2
x.	OBD Scan Tool	2
xi.	Test Fingers	2
xii.	Insulation Tester	2
Heavy Motor Vehicles Inspection Lane		
i.	Roller Brake Tester	4
ii.	Head Light Tester	4
iii.	Smoke Opacimeter	4
iv.	Exhaust Gas Analyzer	4
v.	Speedometer Tester	4
vi.	Steering Gear Play Detector	4
vii.	Side Slip Tester	4
viii.	Sound Level Meter	4
ix.	OBD Scan Tool	4
x.	Test Fingers	4

xi.	Insulation Tester	4
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E. KARNAL ATS CENTRE – TESTING EQUIPMENT REQUIREMENT

S. No.	SCOPE OF SUPPLY	QUANTITY
1	Common Equipment	
i	Bogie Roller Set (Embedded For Heavy Motor Vehicles With Multi Axles Having More Than One Live Axle)	1
ii	Free Wheel Trolley (Portable For All Wheel Drive Light Motor Vehicles)	1
iii	Calibration Equipment Set	1
iv	Tyre Pressure Filler And Indicator	3
v	Number Plate Reader Camera (Digital Camera With On Line Connectivity To The PC)	3
2	Lane Management Software For Each Centre	1
3	Server, CCTV, Audio Paging, LAN Network	<p>Server: 2 nos. (1 no. for center as a backup server)</p> <p>CCTV: 12 nos. per center (8 nos. per center for test shed & admin block and 4 nos. for under body inspection pits)</p> <p>Audio paging: 1 no.</p> <p>Necessary LAN network hardware with cables needs to be provided by the successful bidder.</p>
	Light Motor Vehicles Inspection Lane	
i.	Roller Brake Tester	1
ii.	Head Light Tester	1
iii.	Smoke Opacimeter	1
iv.	Exhaust Gas Analyzer	1
v.	Speedometer Tester	1
vi.	Steering Gear Play Detector	1
vii.	Suspension Tester	1
viii.	Side Slip Tester	1
ix.	Sound Level Meter	1
x.	OBD Scan Tool	1
xi.	Test Fingers	1
xii.	Insulation Tester	1
	Heavy Motor Vehicles Inspection Lane	

i.	Roller Brake Tester	2
ii.	Head Light Tester	2
iii.	Smoke Opacimeter	2
iv.	Exhaust Gas Analyzer	2
v.	Speedometer Tester	2
vi.	Steering Gear Play Detector	2
vii.	Side Slip Tester	2
viii.	Sound Level Meter	2
ix.	OBD Scan Tool	2
x.	Test Fingers	2
xi.	Insulation Tester	2

F. REWARI ATS CENTRE – TESTING EQUIPMENT REQUIREMENT

S. No.	SCOPE OF SUPPLY	QUANTITY
1	Common Equipment	
i	Bogie Roller Set (Embedded For Heavy Motor Vehicles With Multi Axles Having More Than One Live Axle)	1
ii	Free Wheel Trolley (Portable For All Wheel Drive Light Motor Vehicles)	1
iii	Calibration Equipment Set	1
iv	Tyre Pressure Filler And Indicator	3
v	Number Plate Reader Camera (Digital Camera With On Line Connectivity To The PC)	3
2	Lane Management Software For Each Centre	1
3	Server, CCTV, Audio Paging, LAN Network	Server: 2 nos. (1 no. for center as a backup server) CCTV: 12 nos. per center (8 nos. per center for test shed & admin block and 4 nos. for under body inspection pits) Audio paging: 1 no. Necessary LAN network hardware with cables needs to be provided by the successful bidder.
	Light Motor Vehicles Inspection Lane	
i.	Roller Brake Tester	1
ii.	Head Light Tester	1
iii.	Smoke Opacimeter	1
iv.	Exhaust Gas Analyzer	1

v.	Speedometer Tester	1
vi.	Steering Gear Play Detector	1
vii.	Suspension Tester	1
viii.	Side Slip Tester	1
ix.	Sound Level Meter	1
x.	OBD Scan Tool	1
xi.	Test Fingers	1
xii.	Insulation Tester	1
Heavy Motor Vehicles Inspection Lane		
i.	Roller Brake Tester	2
ii.	Head Light Tester	2
iii.	Smoke Opacimeter	2
iv.	Exhaust Gas Analyzer	2
v.	Speedometer Tester	2
vi.	Steering Gear Play Detector	2
vii.	Side Slip Tester	2
viii.	Sound Level Meter	2
ix.	OBD Scan Tool	2
x.	Test Fingers	2
xi.	Insulation Tester	2-