

TENDER DOCUMENT

SUPPLY, INSTALLATION, COMMISSIONING & OPERATION

OF

AUTOMATED TESTING STATION

AT BURARI

IN THE

STATE OF NCT of DELHI

TENDER No: 2022_TD_215423_1

Dated 28-01-2022

Issued by:

**Transport Department
Government of NCT of Delhi
5/9 Under Hill Road,
Delhi - 110054**

**GOVERNMENT OF NCT OF DELHI
TRANSPORT DEPARTMENT
5/9, UNDER HILL ROAD, DELHI – 110054
(<https://transport.delhi.gov.in>)**

Notice Inviting e-Tender

**REQUEST FOR QUALIFICATION AND PROPOSAL (RFQP) FOR
SETTING UP OF TEN (10) AUTOMATED INSPECTION AND
CERTIFICATION LANES AT VEHICLE INSPECTION UNIT (VIU)
BURARI**

In order to inspect all transport vehicles in transparent manner, the Transport Department intends to introduce additional/requisite automated testing lanes at VIU Burari. The Transport Department, hereby, invites competitive bids for setting up of ten(10) Automated Inspection and Certification lanes at Vehicle Inspection Unit (VIU) Burari.

Transport Department, GNCTD invites Request for Qualification and Proposal (RFQP) in the form of proposal ("Proposal") through e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) from suitable business entities and other interested parties to be selected through an open, transparent and global competitive bidding process for operation of ten (10) Automated Inspection and Certification lanes at Vehicle Inspection Unit (VIU) Burari. The tender ID is as under:

S.No.	WORK	Tender ID
1	Setting up of ten(10) Automated Inspection and Certification lanes at Vehicle Inspection Unit, Burari, Delhi-84	2022_TD_215423_1

The Bid document can be downloaded from the e-procurement portal of GNCTD and website of Transport Department from **January 28, 2022**. The Bid security of amount as per details given in RFQP in the form of original bank guarantee and cost of RFQP document (Rs.25,000/- plus GST @ 18%) in the form of Demand Draft in original favoring Commissioner (Transport), Government of NCT of Delhi, payable at New Delhi, shall be submitted to the office of Deputy Commissioner (VIU), Transport Department, GNCTD, Room No.123, New Block, 5/9, Under Hill Road, Delhi – 110054, so as to reach on or before **1500 hours Indian Standard Time (IST) on March 21, 2022**("Proposal Due Date for submission of e-tender").

Pre-bid meeting will be held on **February 18, 2022 at 1430 Hours IST**, in the Conference Room of Transport Department, Government of NCT of Delhi, 2nd Floor, 5/9, Under Hill Road, Delhi – 110054. Bidders are expected to complete their registration by 1400 hours IST on the same day.

**Deputy Commissioner (Cluster)
Transport Department
Government of NCT of Delhi
E-mail: cs.nawani@delhi.gov.in**

DISCLAIMER

1. This Tender Document ("Tender Document") is being issued by Transport Department, Government of NCT of Delhi for the selection of a successful bidder for setting up of Automated Testing Station Centre (referred as ATS Centre) in Delhi at Burari on PPP basis. For establishing ATS Centre, successful Bidder is responsible for Design, construction & civil work of equipment foundations including allied services like test shed trimix flooring, epoxy coating for the flooring, conduiting for cables including 3-phase & Single phase cables & drainage, compressor piping will also be scope of the bidder. Bidder should also provide fresh air ducting for underbody inspections as well as Supply, Installation & Commissioning of Testing Equipment and Utilities. Once the Centre is operational, Vehicle Fitness Testing of all Vehicles will be conducted only at Burari and existing ATS Centre at Jhuljhuli 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, Government of NCT of Delhi, 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the works and the Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi, 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, Government of NCT of Delhi, 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 Delhi 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 under chairmanship of Principal Secretary Cum Commissioner of Transport, shall be appointed by the Transport Department, Government of NCT of Delhi which will monitor implementation of the Project as well as take final decisions on all important matters pertaining to implementation of I & C Centre project.

Definitions / Abbreviations

1.	Arbitration	Means arbitration held in accordance with Arbitration and Conciliation Act, 1996
2.	ATS Centres	Automated Testing Station Centres

3.	Authorized Signatory	Means the bidder's representative/ officer vested with authority having the Power of Attorney from the competent authority of the respective bidder.
4.	Bid/e-Bid	Means a formal offer made in pursuance of an invitation by the procuring authority/ entity and includes tenders, proposal or quotation in electronic format.
5.	Bidder	Shall mean a Single Bidder or Consortium of companies where Single Bidder or Lead member in case of consortium is a company registered under the Indian Companies Act, 1956/2013
6.	Bidding Document	Document issued by the procuring authority/ entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
7.	Consortium	Shall mean an association of not more than three companies and of which one entity is the lead member, duly nominated by the other member of that consortium coming together with a formal intent to enter into an agreement or under an existing agreement to form a consortium.
8.	CMMI	Means Capability Maturity Model Integration.
9.	Competent Authority	Means an authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Commissioner Transport, Govt. of NCT of Delhi in this bidding document.
10.	Contract	Means the Agreement entered into between the Procuring authority/ entity and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated in the bid/RFP.
11.	Completion	Means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the bid.
12.	Day	Shall mean a calendar day.
13.	Department	Shall mean the Transport Department, Govt. of NCT of Delhi.
14.	GCC	Shall mean General Conditions of the Contract.
15.	Gol	Means Govt. of India
16.	GST	Shall mean Goods and Service Tax
17.	INR	Means Indian Rupee
18.	ISO	Means International Standardization Organization
19.	I & C	Inspection and Certification Centres i.e. Automated Vehicle Testing Station Centres
20.	IT	Means Information Technology
21.	LD	Means Liquidated Damages
22.	Letter of Intent or "LoI"	Means the letter communicating intention of formal acceptance of the bid by the Govt. of NCT of Delhi
23.	Notification	Means A notification published in the Official Gazette
24.	OEM	Means Original Equipment Manufacturer

25.	PAN	Means Permanent Account Number
26.	PBG	Means Performance Bank Guarantee.
27.	Procurement Process	Means the process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
28.	Centre / Project Site	Wherever applicable, means the designated place for establishing ATS Centre as referred in the RFP.
29.	Tendering Authority/ Procuring Authority	Means person or entity that a recipient of goods or services provided by a bidder in the case Transport Department, Govt. of NCT of Delhi.
30.	Services	Shall mean services to render by the selected Bidder in this project as per scope of work.
31.	State Govt.	Means Govt. of NCT of Delhi.
32.	Transport Department	Means Commissioner Transport, Govt. of NCT of Delhi.
33.	Bidder	Shall mean the successful bidder to whom the contract is awarded and includes the legal successors or permitted assigns of the successful bidder.
34.	WO/PO	Means Work Order/ Purchase Order

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1. INTRODUCTION

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 NCT of Delhi to reduce the number of accidents by ensuring qualitative work in vehicle roadworthiness evaluation are hampered due to inadequate infrastructure.

Transport Department, Government of NCT of Delhi issue Fitness Certificate to each Transport Vehicle as per CMVR Rule 62 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 Automated Testing Station (ATS) Centre in Delhi at Jhuljhuli which was made operational in the year 2016. This ATS 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 on-road Vehicles will be done through Automated Vehicle I & C Centre, 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 NCT of Delhi is planning to establish Automated Testing Station Centre (ATS) at Burari on PPP (Public Private Partnership) basis on BOOT (Build Own Operate and Transfer) model. The State Government envisages to set up the Automated Testing Station Centre where all the eligible on- road vehicles for fitness testing can be tested for their road worthiness through automated equipment to be installed at the Automated Testing Station Centre.

Automated Testing Station Centre will be beneficial for all the stakeholders like the Transport Department, Government of NCT of Delhi Ministry of Road Transport and Highways, Vehicle Owners, General Public at large, etc. Transport Department, Government of NCT of Delhi has appointed "International Centre for Automotive Technology (ICAT), Manesar (ICAT)" as its Project Consultant for the same.

Transport Department Government of NCT of Delhi has declared its intention to set up Automated Testing Station Centre at Burari on BOOT model based on PPP (Public Private Partnership) Project to cover the State so that, fitness testing of all eligible on road Vehicles for fitness across the State will be undertaken at only Automated Testing Station Centre and there will be no manual testing of Vehicles. If Vehicles registered in any other State comes to these Centre for fitness testing, then those vehicles can be also tested in same manner as vehicles registered in the State of NCT of Delhi and same conditions for payment will be applicable for these vehicles, also.

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 NCT of Delhi for the selection of successful bidder for establishing I & C Centre which involves design, construction & civil work of equipment foundations including allied services like test shed trimix flooring, epoxy coating for the flooring, conduiting for cables including 3-phase & Single phase cables & drainage, compressor piping will also be scope of the bidder. Bidder should also provide fresh air ducting for underbody inspections as well as Supply, installation, testing and commissioning of Vehicle Testing Equipment at the Centres, supply of special tools, and requisite software for smooth operation of the Centre. Further, these I & C Centre would be also operated for a period of 08 years after the Centre 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. Additional tests, as specified in Annexure IV, required by the Transport Department, Government of NCT of Delhi. The purpose of the additional tests is to generate data to help development of further regulations for in use vehicle inspection.
Earnest Money Deposit	Rs 50 .00 Lakhs (Rupees Fifty Lakhs Only)
Availability of Tender Document	Tender Documents can be downloaded from 28 th January 2022 from e-procurement website of Government of NCT of Delhi i.e https://govtprocurement.delhi.gov.in . 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 NCT of Delhi 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 17:00 hrs on 11 TH Feb 2022 By email on id 'cs.nawani@delhi.gov.in'
Pre-Bid Meeting to clarify the Queries submitted	Pre-bid meeting will be held on 18 th February 2022 at the Office of Transport Commissioner, Transport Department, 5/9, Under Hill Road, New Delhi , at 14:30 pm
Submission of Bids	Bid should be uploaded before 3:00pm through online process on e-procurement portal of Government of NCT of Delhi i.e. https://govtprocurement.delhi.gov.in . Bidder is required to submit original Bank Guarantee as EMD as well as Tender Fee in sealed envelope in the Office of Transport Commissioner, Transport Department, Government of NCT of Delhi, Delhi before bid submission due date and time
Opening of Technical Bids	21 st march 2022 at 15:00 pm in the office of Transport Commissioner, Transport Department Government of NCT of Delhi, Delhi

2. INSTRUCTIONS TO THE BIDDERS

- a) This invitation to Bidders is for "Selection of Bidder for establishing Automated Testing Station Centre at Burari by doing design, construction & civil work of equipment foundations including allied services like test shed trimix flooring, epoxy coating for the flooring, conduiting for cables including 3-phase &

Single phase cables & drainage, compressor piping will also be scope of the bidder. Bidder should also provide fresh air ducting for underbody inspections as well as supply, installation, commissioning of testing equipment and operation of the Centres for 8 years based on BOOT model on PPP (Public Private Partnership) basis.

In addition to the above mentioned Burari ATS Centre the selected bidder shall also have right / responsible for setting up additional test lane at the Burari Centre or additional ATS Centre in the State of NCT of Delhi as decided by the Transport Department Government of NCT of Delhi in due course due to capacity issues at the established ATS Centre., confirming with same standards and specifications as the above Centre (hereinafter "the Additional Centre"). The Transport Department, Government of NCT of Delhi shall provide adequate land and related infrastructure for the additional Centres as being given for Burari ATS Centre

- 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 as well as visit the Centre site at their own cost, with prior information to the Transport Department. 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, Government of NCT of Delhi 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, Government of NCT of Delhi and it has to be uploaded along-with its technical bid by the Bidder. Non submission of copy of demand draft long-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, Government of NCT of Delhi 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 NCT of Delhi 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, corrigendum's if any, Pre-bid queries responses and / or if these documents not signed by authorized person will be rejected by Transport Department, Government of NCT of Delhi.
- 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 NCT of Delhi 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, Government of NCT of Delhi** in the form of Bank Guarantee from a Nationalised / Scheduled 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 NCT of Delhi within 15 days of issuance of “Letter of Acceptance” to the successful bidder.
- d) The Earnest Money Deposit of the successful Bidder will be returned upon signing of the Contract by the successful Bidder within 15 days of furnishing the Performance Bank Guarantee of value of Rs. 4 Crores in form of the Bank Guarantee in favor of Transport Commissioner, NCT of Delhi.
- e) Transport Department, GNCTD shall forfeit Earnest Money Deposited in case, such Bidder -
 - fails to start the work as may be indicated in the Letter of Acceptance or fails to execute the Contract within a period of 30 (thirty) days from the date of issue of the Letter of Acceptance;
 - without the written consent of Transport Department, Government of NCT of Delhi 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;
- f) fails to provide /furnish the Performance Bank Guarantee of value of Rs. 4 Crores to Transport Department, Government of NCT of Delhi in favor of Transport Commissioner, NCT of Delhi.
 - within stipulated period mentioned in the Letter of Acceptance.
- g) This date of signing of the Contract and submission of Performance Bank Guarantee by the successful Bidder, handing over of land for establishing ATS Centre by Transport Department, GNCTD , whichever is later will be the date of Start of establishing I & C Centre. The date of Operation of the Test Centre of 8 (eight) years will start from the date of start of commercial operation of the Centre after authorization granted by Transport Department Government of NCT of Delhi, for the Burari I & C Centre.
- h) The Performance Bank Guarantee of the successful Bidder will be returned after end of concession period plus one year from the date of start of Commercial operation and upon satisfactory performance till the end of concession period of operation of the Centre.
- i) 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 document is available on e-procurement portal of Government of NCT of Delhi i.e. at <https://govtprocuremt.delhi.gov.in> 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 <https://govtprocurement.delhi.gov.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 Government of NCT of Delhi i.e. at <https://govtprocurement.delhi.gov.in>

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, Government of NCT of Delhi , 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 NCT of Delhi 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 its Vehicle Fitness Testing Fee depending upon type of Vehicles (Two Wheeler, 3 Wheeler/LMV and MMV/ HMV) to be charged from the Transport Department, for conducting the fitness test through automated vehicle testing equipment in Automated Testing Station Centre). However, the Vehicle Testing Fee for conducting the fitness test at automated equipment in Automated Testing Station depending on type of vehicles shall be collected by the Transport Department from the Vehicle Owners as per rule 81 of CMVR, which is applicable as on date, as follows:-

Category of the vehicle	Vehicle fitness testing fee in INR
Two Wheeler	400.00
3 Wheeler / Light Motor Vehicle (LMV) including Taxis	600.00
Medium Motor vehicle(MMV) / Heavy Motor Vehicle(HMV)	1000.00

- c) In case, Transport Department / Government of NCT of Delhi announces fitness testing fee waivers off or gives reduction or subsidy as notified under rule 81 of CMVR by Ministry of Road Transport and Highways, Government of India, to the vehicle owners, this reduction or subsidy or waived off fee amount for the Vehicle's whose fitness tests are conducted at the ATS Centre, will not affect Vehicle Fitness Testing charges payable to the selected bidder by Transport Department, GNCTD. Transport Department, GNCTD will make payment to the Selected Bidder based on the Vehicle Fitness Testing Fee quoted by bidder and accepted by Transport Department. In case of testing of Vehicles at the Centre which have testing fee as per rule 81 of CMVR which is other than fees considered for bidding purpose, in those cases (for e.g. due to end of life, age of vehicle, etc.) testing fee will be paid to the selected bidder for such vehicles in the same ratio as per testing fess quoted and accepted by the Transport Department, Govt. of NCT of Delhi for such category of Vehicles (2w/3w/LMV/ HMV).

- d) Vehicle Testing Fess depending upon type of vehicles as decided through tendering process, will be payable to the Selected Bidder from Transport Department on monthly basis. Selected Bidder will submit its monthly report by 2nd of every month regarding no. of vehicles tested by it depending on type of vehicles, as well as amount payable by Transport Department, GNCTD, for the last month.

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, GNCTD finds any deviation which is not declared as part of the deviation statement submitted by the Bidder, Transport Department, GNCTD reserves the right to reject the bid without assigning any reasons.

8. AMENDMENT TO TENDER DOCUMENT

- a) Addenda / Corrigenda to the Tender Document may be issued by Transport Department, Government of NCT of Delhi, 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, GNCTD 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, GNCTD 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 NCT of Delhi, calls the Bidder for negotiations / clarifications then this shall not amount to cancellation or withdrawal of original offer. Transport Department, GNCTD 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 I & C Centre at Burari will be mutually decided by Successful Bidder and Transport Commissioner, Transport Department, Government of NCT of Delhi, at the time of signing of agreement for the Project, depending upon date of handing over of land/ building and its site conditions.
- e) Transport Department, Government of NCT of Delhi, within 120 (one hundred and twenty) days from the date of award of contract will finalize and sign the agreement with Successful Bidder.

10. CLARIFICATIONS TO BIDDER'S QUERIES

The Bidders are requested to raise their queries, if any, by email at 'cs.nawani@delhi.gov.in' by up to the mentioned time. Transport Department, GNCTD will address all the queries received from all the Bidders in the Pre-Bid meeting only. Transport Department, GNCTD 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, GNCTD 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 NCT of Delhi, 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, GNCTD 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 NCT of Delhi. The signed hard copies of the same need to be submitted to Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi 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.
- d) FINANCIAL BID EVALUATION

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

15. DETERMINATION OF THE SUCCESSFUL BIDDER

The Bidder with the lowest Vehicle Testing Fee as per the evaluation parameters shall be deemed as the successful Bidder ("Successful Bidder") as per the segregated bid evaluation system.

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

- a) Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi for rejection of their bids.

17. 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 NCT of Delhi shall not grant similar right to other parties. The selected Bidder shall therefore have the exclusive right, license and authority during the subsistence of the Concession Agreement to implement the Project within the project site jurisdiction.
- ii. In case any time after award of the Contract or signing thereof, the Transport Department, Government of NCT of Delhi requires the successful bidder to construct and operate ATS Centres in addition to the Centre specified under this Tender due to capacity issue even after working for two shifts, 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, Government of NCT of Delhi 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. For the avoidance of doubt, the selected Bidder shall be allowed to take part in such tender.

18. 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, GNCTD 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".

19. PERFORMANCE BANK GUARANTEE

- a) Successful Bidder will submit Performance Bank Guarantee of value of Rs. 4 Crores in form of the Bank Guarantee to the Transport Department, Government of NCT of Delhi 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

20. Code of Integrity

- A. No official of Transport Department, Government of NCT of Delhi or a bidder shall act in contravention of the codes which includes:
 - (a) Prohibition of
 - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - iii. Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - iv. Improper use of information provided by the Transport Department, Government of NCT of Delhi to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. Any financial or business transactions between the bidder and any official of the Transport Department, Government of NCT of Delhi related to tender or execution process of contract; which can affect the decision of the Purchaser directly or indirectly.
 - vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. Obstruction of any investigation or auditing of a procurement process.
 - viii. making false declaration or providing false information for participation in a tender process or to secure a contract;
 - (b) Disclosure by the bidder of any previous transgressions made in respect of the provisions of

sub-clause (a) with any entity in any country during the last three years or of being debarred by any other Procurement Authorities.

- B. In case of any reported violations, Transport Department, Government of NCT of Delhi, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder has contravened the code of integrity, may take appropriate measures.

21. TERMS OF PAYMENT

- a) Transport Department, Government of NCT of Delhi will collect Vehicle Testing Fee as well as Fitness Certificate issuance Fee as per rule 81 of CMVR as well as any penalties / fees as announced by Transport Department, Govt. of NCT of Delhi directly from Vehicle Owners.
- b) Transport Department, Government of NCT of Delhi will make payment of Vehicle Testing Charges to the selected bidder as quoted by the bidder as per its financial bid and accepted by the Transport Department, Government of NCT of Delhi, on the basis of type and number of Vehicles tested at the Automated Vehicle Testing Station Centre, on monthly basis through escrow account.
- c) Vehicle Testing Fees depending upon type of vehicles as decided through tendering process, will be payable to the Selected Bidder from Transport Department on monthly basis. Selected Bidder will submit its monthly report by 2nd of every month regarding no. of vehicles tested by it depending on type of vehicles, as well as amount payable by Transport Department, GNCTD, for the last month
 - i. 90% of "Vehicle Testing Charges" based on type and number of vehicles whose fitness test has been conducted at the Automated Testing Station Centre, will be transferred to Selected Bidder's bank account before 5th of the following month after end of the month.
 - ii. Balance 10% of "Vehicle Testing Charges" of the bidder will be transferred to the bidder through escrow account before 15th of the following month after reconciliation of vehicles tested at the Centre as well as if any penalties deductions have to be done based on orders of the competent authority.
- d) In case, Transport Department / Government of NCT of Delhi announces fitness testing fee waivers off or gives reduction or subsidy as notified under rule 81 of CMVR by Ministry of Road Transport and Highways, Government of India, to the vehicle owners, this reduction or subsidy or waived off fee amount for the Vehicle's whose fitness tests are conducted at the ATS Centre, will not affect Vehicle Fitness Testing charges payable to the selected bidder by Transport Department, GNCTD. Transport Department, GNCTD will make payment to the Selected Bidder based on the Vehicle Fitness Testing Fee quoted by bidder and accepted by Transport Department.
- e) Transport Department, GNCTD shall provide all infrastructure to the selected bidder as per scope of work of transport department as mentioned in Annexure V Clause no. 4.3 as well as availability of well-constructed approach road up to boundary of I & C 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 I & C Centre operational.
- k) Transport Department, GNCTD will help in getting the completion certificate from the local authority.
- l) Transport Department (shall authorize I & C Centre as "Authorized I & C Centre" under CMVR rule 63.
- m) Transport Department will issue required directive to make mandatory for all the vehicles registered in the NCT of Delhi to get fitness tested in the Automated Testing Station Centre at Burari and

Jhuljhuli, only.

- n) ATS Centre shall be authorized to issue the "Vehicle Fitness Test Report" to the Transport Department, GNCTD who in turn will issue Vehicle Fitness Certificate to the vehicle owner based on the test report generated at the Centre.

22. LAND FOR ESTABLISHMENT OF ATS CENTRE:

The State Government will make allotment as well as provide possession of the required land along-with the building for testing shed and administrative building for establishment of ATS Centre at Burari to the selected Bidder:

Successful Bidder shall make all required arrangements for taking over possession of the land from Transport Department, Government of NCT of Delhi, for establishing ATS Centre at the site within 60 days of issuance of letter of Acceptance (i.e. award of contract) or signing of the Contract for the respective I & C Centre. The land will continue to belong to the NCT Government and will be allotted on long term lease to the successful bidder at no cost basis for the purpose of establishment, operation, maintenance and conducting of fitness testing of the Vehicles at the ATS Centre.

23. GENERAL

- a) Transport Department, GNCTD 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) The selected Bidder shall be entitled to set up at its own cost and expense facilities/amenities like-cafeterias, lounges, etc. at reasonable charges to the convenience of the Vehicle owners/ Drivers. Provided however, such establishment of facilities shall not compromise with the quality of services at the Centre.
- d) Subject to Applicable Laws, the Bidder may 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 I & C Centre

Annexure IX: General Conditions of Contract (GCC)

Annexure X: Performa for Submitting Bid

The Forms to this document are as listed below -

<u>Form a)</u>	Letter for Submission of Technical Proposal
<u>Form b)</u>	Letter of Undertaking
<u>Form c)</u>	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, GST Registration Certificate, Valid PAN Card	Scanned copy of the original Valid Registration Certificates - Single bidder or all members in case of consortium, need to submit Single Bidder or Lead bidder in case of consortium need to submit GST Registration Certificate, Valid PAN Card 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 50 test lanes comprising of 1)roller brake tester, 2)side-slip tester, 3)suspension tester, 4)speedometer and 5)joint play tester 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 four financial years i.e. 2017-18, 2018-19, 2019-20 & 2020-21 (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 50 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 (2018-19,2019-20 & 2020-21)	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 / lead member in case of Consortium must have valid GST Registration Certificate, PAN card in India	Scanned copy of the original GST Certificates and PAN card to be enclosed
IX	The bidder / lead member in case of Consortium 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

- i. Bidder, will be a single Bidder or Consortium, which has sufficient knowledge and experience of setting up of Automated Testing Station Centre with respect to Manufacture, Supply, Installation and Commissioning of equipment pertaining to Automated Testing Station Centre and capability to operate the Centre independently.
- ii. A Bidder may apply individually or in Consortium depending upon their financial capability and technical experience.
- iii. 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.
- iv. 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.
- v. The Lead Member of the Consortium would be the purchaser of the Tender document and Transport Department, Government of NCT of Delhi 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.
- vi. 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.
- vii. 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.
- viii. A Bidder cannot submit more than one bid.

1.2 Consortium

- i. 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 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, Government of NCT of Delhi. 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.
- ii. Bidder shall be a Single Bidder or Consortium which has sufficient knowledge of setting up of Automated Testing Station Centre with respect to Manufacture, Supply, Installation and Commissioning of equipment pertaining to Automated Testing Station Centre and capability to operate the Centre independently.

- iii. 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.
- iv. During the currency of the Tender process change of constitution of Consortium can be allowed with the prior written approval of the Transport Department, Government of NCT of Delhi. 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, GNCTD. Failure to observe this stipulation shall be deemed to be breach of Concession Agreement with all consequential penal action as per Concession Agreement conditions.
- v. 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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 50 test lanes comprising of 1)roller brake tester, 2)side-slip tester, 3)suspension tester, 4)speedometer and 5)joint play tester 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 four financial years. i.e., 2015-16 to till date.(Certificate Issued by Concerned Government Authority has to be submitted)
- d) Having cumulative experience of government authorised lane operation more than 50 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 (2018-19, 2019-20 & 2020-21).

** 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 Automated Testing Station Centre 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. For establishing ATS Centre, successful Bidder is responsible for Design, construction & civil work of equipment foundations including allied services like test shed trimix flooring, epoxy coating for the flooring, conduiting for cables including 3-phase & Single phase cables & drainage, compressor piping will also be scope of the bidder. The suitable exhaust gas handling system (to take care of exhaust of the vehicle under test) is to be selected & supplied, installed & commissioned by the bidder. Bidder should also provide fresh air ducting for underbody inspections. Supply, Installation & Commissioning of Testing Equipment and Utilities.
2. **Once the Centre is operational, Vehicle Fitness Testing of all Vehicles will be conducted only at Burari and existing ATS Centre at Jhuljhuli and no manual fitness testing will be conducted across the State.**
3. Vehicle Testing Fee for conducting the fitness test at automated equipment in Automated Testing Station Centre depending on type of vehicles as per rule 81 of CMVR, which is applicable as on date, as follows:-

Category of the vehicle	Vehicle fitness testing fee in INR
Two Wheeler	400.00
3 Wheeler / Light Motor vehicle. (LMV) including Taxis	600.00
Medium Motor vehicle(MMV) / Heavy Motor Vehicle(HMV)	1000.00

4. Bidder will submit its financial bid for "Vehicle Testing Fee" to be charged by it for conducting fitness testing of Light Duty Vehicle and Medium / Heavy Duty Vehicles.at the Automated Vehicle Testing Station Centre to be established by it at Burari as follows:-

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

5. The "X","Y" and "Z" are the Vehicle Fitness Testing Fee for 2 Wheeler, 3 Wheeler / Light Motor vehicle (LMV) and Medium Motor vehicle(MMV) / Heavy Motor Vehicle(HMV), respectively and shall be quoted 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. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail. Bids quoting Testing Fee value in decimals will not be accepted for evaluation purpose and will be rejected.
6. Vehicle Testing Fee to be quoted by the Bidder should be either equal to or less than the Vehicle Testing Fee as per rule 81 of CMVR as mentioned in clause 3.
7. Transport Department, Government of NCT of Delhi will collect Vehicle Testing Fee as well as Fitness Certificate issuance Fee as per rule 81 of CMVR as well as any penalties / fees as announced by Transport Department, Govt. of NCT of Delhi directly from Vehicle Owners.
8. Vehicle Testing Fees depending upon type of vehicles as decided through tendering process, will be payable to the Selected Bidder from Transport Department on monthly basis. Selected Bidder will

submit its monthly report by 2nd of every month regarding no. of vehicles tested by it depending on type of vehicles, as well as amount payable by Transport Department, GNCTD, for the last month.

9. Transport Department, Government of NCT of Delhi will make payment of Vehicle Testing Charges to the selected bidder as quoted by the bidder as per its financial bid and accepted by the Transport Department, Government of NCT of Delhi, on the basis of type and number of Vehicles tested at the Automated Vehicle Testing Station Centre, on monthly basis through escrow account.
- a) 90% of "Vehicle Testing Charges" based on type and number of vehicles whose fitness test has been conducted at the Automated Testing Station Centre, will be transferred to Selected Bidder's bank account before 5th of the following month after end of the month.
- b) Balance 10% of "Vehicle Testing Charges" of the bidder will be transferred to the bidder through escrow account before 15th of the following month after reconciliation of vehicles tested at the Centre as well as if any penalties deductions have to be done based on orders of the competent authority.
10. In case, Transport Department / Government of NCT of Delhi announces fitness testing fee waives off or gives reduction or subsidy as notified under rule 81 of CMVR by Ministry of Road Transport and Highways, Government of India, to the vehicle owners, this reduction or subsidy or waived off fee amount for the Vehicle's whose fitness tests are conducted at the ATS Centre, will not affect Vehicle Fitness Testing charges payable to the selected bidder by Transport Department, GNCTD. Transport Department, GNCTD will make payment to the Selected Bidder based on the Vehicle Fitness Testing Fee quoted by bidder and accepted by Transport Department. In case of testing of Vehicles at the Centre which have testing fee as per rule 81 of CMVR which is other than fees considered for bidding purpose, in those cases (for e.g. due to end of life, age of vehicle, etc.) testing fee will be paid to the selected bidder for such vehicles in the same ratio as per testing fess quoted and accepted by the Transport Department, Govt. of NCT of Delhi for such category of Vehicles (2w/3w/LMV/ HMV).
11. The period of Agreement will be from date of the start of Commercial operation of the Centre and date of authorization of Centre by the Transport Department, GNCTD, whichever is later, for 8 years. After the end of initial concession period, Government of NCT of Delhi may extend the concession period for 2 years or more, on mutually agreed period on the same terms and conditions.
12. In case the Transport Department, Govt. of NCT of Delhi 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 subject to additional fee as per mutual agreement of the Parties.
13. In case any additional lane or ATS Centre is required to be set up by the Bidder for complying with the aforesaid instructions, the Transport Department, Government of NCT of Delhi, shall provide requisite support to comply with the directions, keeping in view scope of work of the bidder defined in this tender.
14. Transport Department, Govt. of NCT of Delhi gives assurance for minimum following number of vehicles for fitness testing for the first initial two years of commercial Operation of Burari ATS Centre by selected Bidder, as follows:-

Type of Vehicles	Number of Vehicles
2 Wheeler	500
3 Wheeler	72,000
Light Transport Vehicles	60,000
Heavy Transport Vehicles	12,000

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, Government of NCT of Delhi proposes to follow the selection criteria and process as described hereafter. However, Transport Department, Government of NCT of Delhi 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**

3.1 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.

3.2 Financial -

The commercial bids for the technically eligible bidders shall be opened on the notified date, place and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.

Commercial bids that are not as per the required format shall be liable for rejection. If there is difference in the price bid quoted in words and figures then price quoted in words will be taken as final figures.

"Vehicle Testing Charges" quoted by the bidder will be evaluated for determining **"L1 Bidder"** based on **"Total Vehicle Testing Charges"** of the eligible bidders calculated as per 'Vehicle Testing Charges' quoted by the respective bidder for following categories of Vehicles and their respective no. of vehicles.

Type of Vehicles	Number of Vehicles	Vehicle Testing Charges quoted by the respective Bidder
2 Wheeler	500	A
3 Wheeler	72,000	B
Light Transport Vehicles	60,000	B
Heavy Transport Vehicles	12,000	C

Explanation – If Vehicle Testing Charges quoted by bidder is "A" for 2 Wheeler, "B" for 3 Wheeler as well as LMV and "C" for HMV then its total Vehicle Testing Charges will be calculated for evaluation as

$$D = A*500+ B* (72000+60000) + C*12000.$$

“L1 Bidder” will be determined based on **“Total Vehicle Testing Charges”** calculated as **“D”** for all technically qualified bidders whose commercial bid have been submitted as per the format and are not rejected.

Bidder whose **“Total Vehicle Testing Charges”** are determined to be lowest will be declared as **L1 bidder and will be declared as “Selected Bidder”**.

3.3 Award of contract

Transport Department, Government of NCT of Delhi will declare the bidder whose **“Total Vehicle Testing Charges”** are determined to be lowest will be declared as **“L1 bidder”** and will be declared as **“Selected Bidder”** and will issue LOA (letter of acceptance) to it, within 60 days of opening of Financial Bid and after obtaining due approval from the competent authority.

3.4 Collection of Vehicle Testing Fee

Transport Department, GNCTD will collect from Vehicle Fitness Testing Fee from Vehicle Owners in such form and manner as laid down in rule 81 of CMVR and notification issued by Transport Department, Govt. of NCT of Delhi.

After the end of initial concession period, Government of NCT of Delhi may extend the concession period for 2 years or more, on mutually agreed period on the same terms and conditions. In case, if not extended, the Bidder shall handover the entire infrastructure and including equipment to the Transport Department, Government of NCT of Delhi.

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 Automated Testing Station Centres in Delhi including operation of ATS Centre for 8 Years. The equipment supplied shall confirm to CMVR 62.

b. Details of nos. and type of test lanes to be installed at Burari are as follows:-

S. No.	Location of I & C Centre	No. of LMV Lanes	No. of HMTV Lanes	No. of 2 W / 3 Wheeler
	Burari	5	2	3

c. List of equipment: Testing equipment as mentioned in table below are required for the Burari Automated Testing Station Centre in NCT of Delhi. I & C Centre shall have minimum following testing equipment.

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)	5
iii	Calibration Equipment set	1
iv	Tyre pressure filler and indicator	10
v	Number Plate Reader Camera (Digital Camera with on line connectivity to the PC)	10
2	Lane Management software for Centre	1
3	Server, CCTV, Audio paging, LAN Network	1
	Light Motor Vehicles Testing Lane	
i	Roller brake Tester	5
ii	Head light Tester	5
iii	Smoke Opacimeter	5
iv	Exhaust gas analyser	5
v	Speedometer Tester	5
vi	Steering Linkage Play Tester	5
vii	Steering gear play detector	5
viii	Suspension Tester	5
ix	Side slip Tester	5
x	Sound level Meter	5
xi	OBD scan tool	5
xii	Test fingers	5
xiii	Insulation Tester	5
	Heavy Motor Vehicles Testing Lane	

i	Roller brake Tester	2
ii	Head light Tester	2
iii	Smoke Opacimeter	2
iv	Exhaust gas analyser	2
v	Speedometer Tester	2
vi	Steering Linkage Play Tester	2
vii	Steering gear play detector	2
viii	Side slip Tester	2
ix	Sound level Meter	2
x	OBD scan tool	2
xi	Test fingers	2
xii	Insulation Tester	2
Three / Two Wheeler Vehicle Testing Lane		
i	Speedometer	6
ii	Roller Brake Tester	6
iii	Test fingers	6
iv	Insulation Tester	6
v	Exhaust gas Analyser	6

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 Centre for a period of concession period. Government of NCT of Delhi may extend the concession period for 2 years or more, on mutually agreed period on the same terms and conditions.

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. 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, Government of NCT of Delhi 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, Government of NCT of Delhi. Transport Department, GNCTD will issue the Fitness Certificate to the customers.

2.2. 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.

2.3. Climatic Conditions

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

2.4. 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.

2.5. 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.

2.6. 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, Government of NCT of Delhi. 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.

2.7. 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, Government of NCT of Delhi.

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 of 8 years. Generator of suitable capacity would be installed by Bidder. The vendor/operator has to maintain the DG set during the operation period of 8 years 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 concession period.

4.2. Time for Completion

The time allowed for completion of the work will be 12(Twelve) 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 NCT of Delhi 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 Centre 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. Scope of work for Transport Department

- i. New administration block to be build
- ii. Topographical survey and Complete Drawing of the Premises
- iii. Soil bearing Test along with old building structure test
- iv. Renovation with painting of 10 (Ten) existing Test Lane building (utilization of old building is subjected to the building structure strength report)
- v. Shed area at entry and exit of test lane area
- vi. Renovation with painting of all allied infrastructure such as: Emission test area, Visual inspection area, DG Rooms, Electrical panel Rooms
- vii. Building of shed for emission test area
- viii. Separate Entry and Exit with movement plan
- ix. Designated Parking area
- x. Fire Fighting equipment
- xi. Designated Driver Lounge

- xii. Direction Signage with movement plan
- xiii. Complete boundary wall of the premises
- xiv. Building of all internal Roads
- xv. Complete Drainage and water harvesting
- xvi. Building of Toilets and washroom for Admin Block, Customer Lounge and Test Lane
- xvii. Street Lights covering entire Premises
- xviii. House Keeping for Admin Block, Customer Lounge and complete area except Test lanes
- xix. Security for complete premises including main gates but except testing lanes
- xx. Main Electricity connection and Electricity bill will be postpaid (electricity bill will be paid by bidder)
- xxi. Complete landscaping
- xxii. Furniture for Admin block and customer lounge
- xxiii. Area for workshop (minor vehicle repair) will be assigned by DoT
- xxiv. CCTV for complete premises except Test lane
- xxv. Lease line connection
- xxvi. API (Application Programming interface) from NIC
- xxvii. Initially lights and fans inside the test lane building
- xxviii. Exhaust system in test lane including blowers
- xxix. EPBAX system
- xxx. Electric fittings for complete test lanes
- xxxi. All 10 Lane shutters should be motor operated. (Motorized)
- xxxii. Drinking Water Facility (R.O)

4.4. Bidder Scope of Work apart from other mentioned activities

- i. Power Backup Equipment (Like Generator, UPS, etc.)
- ii. Equipment Foundation
- iii. Conduiting of electric cables for equipment
- iv. Epoxy Flooring
- v. Air Compressor and other like utilities associated with infrastructure and operation.
- vi. Minor repairing of Test Lane building (when and as required).
- vii. Furniture and fixture for Test lane
- viii. CCTV for test lane along with the display at customer lounge and admin block.
- ix. Security at test lanes.
- x. Air conditioning at test lane (wherever required).

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 Testing 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), Government of India.

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 Testing lane

The purpose of the testing lane is to perform all the tests needed in a standard vehicle testing 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 behavior 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, underbody, 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. Testing 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 62 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.

Testing 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 testing 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 testing of Passenger Cars, Light Motor, Medium Motor and Heavy Motor 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 I & C station.

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. Testing Lane - Light Motor Vehicles

Visual Inspection: All visual inspection will be carried out at least as mentioned in Rule 62 of 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

- 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 Matrix given in clause (2.10) of Annexure -VI
- Provision for lifting and braking of roller for easy exit of vehicle
- Roller surface
 - Minimum frictional coefficient 0.6
 - Service life – minimum 25000 hrs.
- The measurement accuracy $\pm 1\%$ of the measured value.
- For testing the three wheeler, one additional roller for the front wheel to be provided in the lane and it should be so positioned that the front wheel tests can be done properly.

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. Fully 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.

This equipment shall be used to test Light Motor Vehicles including Passenger Cars, up-to 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 Centers 500mm to 1200 mm above ground level.
 - Vertical and horizontal measuring range: $\pm 50\text{ cm}/10\text{ m}$ ($\pm 5\%$)
 - Intensity maximum deviation: $\pm 5\%$
 - Provision for lifting and braking of roller for easy exit of vehicle
 - Headlamp tester to be placed on a perfectly level surface/ rails.

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:
 - Measuring range: 20 – 160 km/h
 - Resolution: 1 km/h
 - Accuracy $\pm 1\%$ of full scale
 - Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in clause (2.10) of Annexure VI
 - Separate speedometer to be provided for 3 Wheeler
 - Provision for lifting and braking of roller for easy exit of vehicle

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: 50-80mm (Hydraulic)

2.3.6. Steering gear play detector:

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

○ Technical specifications:

- Angular movement : $\pm 30^\circ$, manufacturer has to specify the indicating mechanism
- Easy to be incorporated with different steering wheel geometry
- Measurement accuracy $\pm 2\%$ of full scale deflection.
- Recording mechanism to measure wheel movement against steering movement.

2.3.7. Suspension tester

Equipment devoted to check the behavior of the suspension system in each one of the vehicle's axles (dampers, helper springs, tyres and auxiliary equipment) determining the damping of the oscillations amplitude exteriorly.

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

○ Technical specifications:

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

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 up-to 3.5 tons GVW.

○ Technical specifications:

- Measuring range: ± 20 m/km
- Measuring resolution: 1 m/km
- Accuracy shall be ± 1.0 m/km

Suitable dimension of track plate length, weight and height as per the Matrix given in clause (2.10) of Annexure VI

2.3.9. Sound level meter.

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

- Recommended as per IEC 60651.
- 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

○ 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

- o Technical specifications:
 - Rated measuring voltage: upto 500V DC/AC (45 to 65 Hz)
 - 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 600 V
 - 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. Testing Lane Heavy Motor Vehicles

All visual inspection will be carried out at least as mentioned in Rule 62 of CMVR. All the equipment shall be able to test Medium and Heavy Motor Vehicles.

2.4.1. Roller brake tester

- 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 Annexure - VI
 - Roller surface
 - Minimum frictional coefficient 0.6 (Supporting documents needs to be provided)
 - Service life – minimum 25000 hrs
 - Brake load resolution $\leq$ 100N
 - Approximate Testing speed: minimum 2.5 km/h
 - Provision for lifting and braking of roller for easy exit of vehicle.
 - Measurement accuracy- $\pm$ 1% of the measured value

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: 0Kg -15000 Kg
 - Resolution: 5 kg
 - Accuracy $\pm 1\%$ of the reading

2.4.3. Fully 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. 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 Centers 500 mm to 1500 mm above ground level.
 - Vertical and horizontal measuring range: ± 50 mm/10 m ($\pm 5\%$)
 - Intensity maximum deviation: $\pm 5\%$ of reading
 - Head lamp tester should be placed on a perfectly level surface/ rails.

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 full scale
 - Provision for lifting and braking of roller for easy exit of vehicle.
 - Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in clause (2.10) of Annexure VI

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 40 kN
- Maximum movement on each side: 100mm (Hydraulic)

2.4.6. Automatic Steering gear play detector:

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

- Technical specifications:
 - Angular movement : $\pm 30^\circ$, manufacturer has to specify the indicating mechanism
 - 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
 - Measuring resolution: 1 m/km
 - Accuracy shall be ± 1.0 m/km
 - Suitable dimension of track plate length, weight and height, as per the Matrix given in clause (2.10) of Annexure VI

2.4.8. 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.

2.4.9. Test fingers

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

2.4.10. Insulation Tester

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

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 $\leq 30\text{dB}$ to $\geq 120\text{dB}$
- Frequency A & C
- Accuracy - ± 1.5 dB
- Tripod stand mounted
- Build battery for power source of charging from outlet of 220V AC and USB

2.5. 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

- 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.
- **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

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.
 - Probed to be mechanically clamped to the tail pipe for the suitable analysis of the exhaust gas.
- 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 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, Government of NCT of Delhi 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, Government of NCT of Delhi. Format of these reports would be finalized during meeting with Transport Department, GNCTD. 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.

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, Government of NCT of Delhi 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, Government of NCT of Delhi 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 Motor vehicles which are required to be subjected for testing in the vehicle inspection at the proposed test lanes at the Centre 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

Details	3w		4w PC (M1, N1)		4w LCV (M2, N2)		HCV (M3, N3)			
							Trucks (N3)		Bus (M3)	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max

Front Axle wt kg	90	260	420	1285	1235	1425	1235	7200	360	6000
Rear Axle wt kg	205	780	435	1115	810	1360	810	5085	1360	8900
Kerb Wt kg	203	800	730	2300	1500	3380	2045	12500	2660	15000
GVW kg	610	2150	935	2940	2540	10900	5300	31000	5300	22000
Wheelbase mm	1590	3070	2100	3215	2500	3800	2500	5545	2654	8350
Wheel Track mm Front	-	-	1300	1661	1630	1650	1410	1900	1630	2054
Wheel Track mm Rear	1150	1540	1315	1651	1577	1610	1406	1875	1577	1837
Length mm	2080	3510	1402	5226	4634	6875	4634	11994	5125	15000
Width mm	1100	1520	1495	1975	1700	2155	1870	2800	1910	2600
Height mm	1635	2070	1297	2550	2270	2550	2978	3940	2200	3610
Overhang mm Front	-	-	464	1125	1500	2280	1050	1695	1000	1150
Overhang mm Rear	443	790	405	1173	1500	2280	805	3484	1875	2870
Ground clearance Mm	170	200	123	220	194	375	194	250	194	250
TCD m	2.8	6.2	8.33	7.95	8.5	16	13.8	23.5	11.17	23.4
TCCD m	-	-	7.95	13.4	-	-	15.89	25	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) appointed by Transport Department Government of NCT of Delhi 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 who will further direct the Bidder to dispatch the equipment to the ATS Centre.

Pre dispatch Inspection will be done only once and Centre equipment would be inspected. Bidder will submit in writing to the Transport Department that same equipment will be supplied, which can be cross checked by ICAT at the time of Installation of equipment at the ATS Centre.

2. COMMISSIONING - ACCEPTANCE TEST:

These test shall be conducted by International Centre for Automotive Technology (ICAT) as Project Consultant to Transport Department, Government of NCT of Delhi 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 I & C Centre starts testing of all on road eligible vehicles for fitness testing.

ANNEXURE - VIII

OPERATIONS OF THE AUTOMATED ATS CENTRE

ANNEXURE – VIII - OPERATION OF I & C CENTRE

A. Operation of Automated I & C Centre

The Bidder is required to operate the Centres for a period of eight years from the date of start of Commercial Operation of the ATS Centre and date of authorization letter received by successful bidder from Transport Department, Government of NCT of Delhi, whichever is later. 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, Govt. of NCT of Delhi 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 - Bank ATM's, Customer Lounge for Drivers, Canteen / Cafeteria 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 on chargeable basis as per prevailing Vehicle testing fees at the ATS Centre.
- 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.
- In case of break-down of any equipment / test lane which affects fitness testing on the specific lane in that case, the fitness testing of the Vehicles will be done in manual mode for the interim period. SOP (Standard Operating Procedure) for it will be given to the Successful Bidder by Transport Department, Govt. of NCT of Delhi.

Transport Department, Government of NCT of Delhi 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 on-road eligible vehicles for fitness testing will be tested at the ATS Centre being established by Transport Department, Government of NCT of Delhi at Burari and Jhuljhuli, only. One officer of the Transport Department, GNCTD will be available at the Centre for issuing the Fitness Certificate.

The successful bidder shall carry out following minimum activities at ATS Centres.

- Handling of test vehicle
- Automated testing of vehicle
- Automatic generation of Test Reports

Transport Department 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 Centre. The bidder should be able to do the following for running of operations of the automated ATS Centre:-

1.1. Equipment and vehicle testing management.

- 1.1.1. Bidder should have experience of running computerized Automates Testing Station 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 62 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, Government of NCT of Delhi 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, Government of NCT of Delhi.

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, GNCTD , 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, Government of NCT of Delhi 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 I & C Centre

The Successful bidder shall get I & C Centre audited by agency appointed Transport Department, Govt. of NCT of Delhi as National Accreditation Board for Testing and Calibration Laboratory accredited agency or any other agency notified by the Central Government for conducting such audits and assessments. Audit of the Centre shall be carried out every six months up to 12 months from start of operation. Frequency of audit shall be twice in a year for 8 years. Audit charges of the appointed agency by Transport Department, Govt. of NCT of Delhi, will be paid by the Selected Bidder directly to the audit agency.

Following parameters will be generally verified at the time of auditing of I & C 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. Audit Agency appointed by Transport Department, Govt. of NCT of Delhi at its discretion may conduct the Audit 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, Government of NCT of Delhi on regular basis by the appointed 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, GNCTD , 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 initialed by Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi 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. "Fair Value" means value of civil construction work undertaken by bidder will be determined based on the DSR of respective year, in which the contract may be terminated.
- 1.26. "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.

- 1.27. "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.
- 1.28. "Liquidated Damages" means those damages described in this Annexure under Clause no 19 to be paid or allowed by the Bidder to Transport Department, Government of NCT of Delhi or their authorized representative as compensation.
- 1.29. "Maintenance Spare Parts" means the maintenance spare parts for the Equipment and includes the critical, replacement and breakdown spare parts.
- 1.30. "Parties" means Transport Department, Government of NCT of Delhi and the Bidder and "Party" means any one of those Parties
- 1.31. "Performance Standards" means such performance standards for the operation and maintenance of the Project Facility as may be applicable pursuant to the Contract.
- 1.32. "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.
- 1.33. "Project" means the Setting up of Automated Centre for Testing & Inspection of Vehicles for inspection of all eligible on-road vehicles for fitness testing including 3 wheelers, Taxis, Buses and Trucks etc.
- 1.34. "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.
- 1.35. "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.
- 1.36. "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, GNCTD which remain incomplete at the Date of Completion of the Works.
- 1.37. "Related Works" means works other than the Works, performed or undertaken by Transport Department, GNCTD , or other Bidders or suppliers of Transport Department, GNCTD , 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.

- 1.38. "Related Works Bidder" means any person or persons undertaking Related Works.
- 1.39. "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.
- 1.40. "Required Insurances" means collectively the Project Facility Insurances and the Bidder Insurances.
- 1.41. "Spare Parts" means the Commissioning Spare Parts and shall include such Maintenance Spare Parts as are instructed to be provided by Transport Department, Government of NCT of Delhi.
- 1.42. "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.
- 1.43. "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, GNCTD , (as the case may be and as set out hereunder), and the words "Taxation" and "Taxes" shall be construed accordingly.
- 1.44. "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.
- 1.45. "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.
- 1.46. "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.
- 1.47. "Works" includes (without limitation to) the designing and civil works for foundation of equipment & infrastructure including utilities, 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, GNCTD , including Project Facility operations personnel and Project Facility operation trainers and necessary after sales service and maintenance support, as agreed with Transport Department, GNCTD.

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, Government of NCT of Delhi.

4. CONFIDENTIALITY

- 4.1.1. The Bidder shall disclose to Transport Department, Government of NCT of Delhi any Confidential Information and other information as Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi, 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi and shall be returned (in all copies) to Transport Department, Government of NCT of Delhi on completion of the Bidder's performance under the Contract, if so required by the Transport Department

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, Government of NCT of Delhi 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, Government of NCT of Delhi;
 - 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 Government of NCT of Delhi may reasonably require.

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

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/prevailing 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, Government of NCT of Delhi Instructions: All instructions given by Transport Department, Government of NCT of Delhi 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, GOVERNMENT OF NCT OF DELHI

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, Government of NCT of Delhi 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) Government of NCT of Delhi shall provide well-constructed approach road as per the applicable guidelines upto the Centre.
 - b) Government NCT of Delhi 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) Government NCT of Delhi shall ensure to handover Centre site with all works as per scope of work for Transport Department as mentioned in clause no 4.3 of Annexure-V.
 - d) Government NCT of Delhi shall ensure procurement of all applicable approvals and licenses required by the Concessionaire for the operationalization of the Centre.
 - e) Government of NCT of Delhi shall have issued a directive authorizing the Concessionaire to exclusively undertake Operations at the Centre.

8.1.1. Submission of the Performance Guarantee; and

8.1.2. Satisfaction of any other condition(s) required by Transport Department, Government of NCT of Delhi

8.1.3. On receipt of authorization from Transport Department, Government of NCT of Delhi, 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, Government of NCT of Delhi 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, Government of NCT of Delhi, 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 GNCTD or their authorized representative is entirely reliant and the Bidder hereby represents and warrants to Transport Department, Government of NCT of Delhi:

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, Government of NCT of Delhi 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, Government of NCT of Delhi, 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, Government of NCT of Delhi from and against all claims, liabilities, expenses, costs, damages and losses suffered or incurred by Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi.
- 10.3.2. Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi. 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 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 GNCTD 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 twenty 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, GNCTD , 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, Government of NCT of Delhi.

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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi in the manner stated in the Contract or as otherwise directed by Transport Department, Government of NCT of Delhi.

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 of

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 International Centre for Automotive Technology (ICAT), Project Consultant as per the agreed plan with the Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi.

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, Government of NCT of Delhi 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, Government of NCT of Delhi may in its absolute discretion determine, notify Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi; or

18.3.3. a Force Majeure Event.

18.4. Transport Department, Government of NCT of Delhi to determine extension

Subject always to proper compliance by the Bidder with the provisions of this Clause 20, Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi 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 lane 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, Government of NCT of Delhi, 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi with a copy to Transport Department GNCTD 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, Government of NCT of Delhi shall, within [7 (seven)] days 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, Government of NCT of Delhi.

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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi with regard to the safety of the Works and the ongoing performance by Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi.

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, Government of NCT of Delhi. The Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi 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, GNCTD, 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, Government of NCT of Delhi 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, Government of NCT of Delhi may either:

- a) issue a written Change Order to the Bidder, on such terms and conditions as Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi may, at its sole discretion, accept or reject the Bidder's proposed Change and failure by Transport Department GNCTD 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, Government of NCT of Delhi prevents or is likely to prevent the Bidder from fulfilling his obligations under the Contract, the Bidder shall notify the Transport Department, Government of NCT of Delhi thereof in writing and the Transport Department, Government of NCT of Delhi shall decide forthwith whether or not the same shall be carried out by the Bidder. In case the Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi 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, Government of NCT of Delhi that are dependent upon that information to be satisfied.

24.3.2. The Bidder shall fully indemnify, save harmless and defend Transport Department, Government of NCT of Delhi including its officers, servants, agents and subsidiaries as well as the Transport Department, Government of NCT of Delhi 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, GNCTD ,

25.1. Transport Department, Government of NCT of Delhi obligation

The Transport Department, GNCTD 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 on-road eligible vehicles from the Automated Testing Station Centre for issuance of fitness certificate in the agreed jurisdiction of the Project Site. Ensure timely fulfilment of obligations of Transport Department, GNCTD as specified in the Service Procedures;
- f) Issue and Publish the Service Charge Notification in accordance with the terms and conditions of the Contract including the Service Charge Notification for any amendments / escalations to the Service Charges.
- g) Provide all reasonable assistance and support to the Bidder to enable it to fulfil its obligations under the Contract.
- h) To take all necessary steps including but not limited creating public awareness to ensure that vehicles comply with the said requirement of fitness testing of all on-road eligible r vehicles compulsory for all vehicles from the Automated Testing Centre.
- i) Observe and comply with its obligations set forth in the Contract.
- j) 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 the avoidance of doubt, it is agreed that the I & C 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 during the period of the Contract.

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, Government of NCT of Delhi, If the Bidder fails to complete the works within the stipulated or the extended period, the Bidder is liable to pay 0.5 % of Performance Security per month of delay subject to a maximum of 5 % of the Performance Security beyond due date.

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, Government of NCT of Delhi 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, GNCTD ,

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, Government of NCT of Delhi 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, GNCTD 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 Delhi 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, GNCTD 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, GNCTD 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, Government of NCT of Delhi 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, GNCTD , 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, GNCTD , 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 60 (ninety) days from the date of serving of warning letter to the Bidder which would be followed by serving notice giving Cure Period of 60 (sixty) days after ending period of 60 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, GNCTD 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, GNCTD 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 NCT of Delhi, 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, GNCTD 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, GNCTD to the Concessionaire:

1. The Bidder fails to commence the services as per the terms of the Agreement after a period of 180 days from the date of completion of works;
2. The Bidder, without the prior written approval from the Transport Department, GNCTD fails to render the services as per the Agreement for a continuous period of 180 days at the Centre during the Contract Period;
3. The Concessionaire has delayed payment of any undisputed amount for a period of 90 (ninety) 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, Government of NCT of Delhi:

- a) cease all further work as instructed by the Transport Department, Government of NCT of Delhi 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, Government of NCT of Delhi, 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, GNCTD default;**
 1. Equivalent to Fair value of the civil construction work undertaken by Bidder.
 2. Compensation amount to be determined by a committee comprised of experts and headed by a Retired High Court Judge, constituted by Transport Department, Government of

NCT of Delhi. 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 undertaken by Bidder.

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 short time to the extent of customer's satisfaction.

32. MISCELLANEOUS

32.1. Assignment and Charges

- 32.1.1. Subject to Clauses 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, GNCTD, 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 Delhi, 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, GNCTD, 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, GNCTD, (or any agent, employee or Sub-Contractor of Transport Department, GNCTD) 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, GNCTD, 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, GNCTD, 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 defense of such claim, action, suit or other proceedings, liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably

required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

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 NCT of Delhi

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 I & C 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 NCT of Delhi, 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 NCT of Delhi,
Delhi

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 NCT of Delhi or obtained directly or indirectly from Transport Department Government of NCT of Delhi 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 NCT of Delhi 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 NCT of Delhi that we have returned or destroyed such Confidential Information to Transport Department, Government of NCT of Delhi within two (2) days of such a request being made by Transport Department, Government of NCT of Delhi

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 NCT of Delhi

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, Transport Department, Government of NCT of Delhi 5/9, Under Hill Road, Delhi (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 Commissioner, Transport Department, Government of NCT of Delhi having its office at 5/9, Under Hill Road, Delhi (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 Delhi / New Delhi for an amount of Rs.(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 Delhi 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, Government of NCT of Delhi, Delhi , 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, Government of NCT of Delhi, Delhi

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 NCT of Delhi . 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 the PC)

[Please fill]

2.3 Testing Lanes Light 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	± 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-	±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 shall be	±1.0m/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	50-80mm (Hydraulic)	

2.3.6. Automatic 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-	$\pm 2\%$ of full scale deflection	

2.3.7. Fully 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	500 mm to 1200 mm above ground level	
4	Vertical and horizontal measuring range	± 50 cm/10 m ($\pm 5\%$)	
5	Intensity maximum deviation	$\pm 5\%$ of reading	
6	Headlamp tester to be placed on a perfectly level surface/rails.		

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		
6	Separate speedometer to be provided for 3 -wheeler		

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 and USB	
	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, transport 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 Mode 0A	
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. • 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

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Rated measuring voltage	upto 500V DC/AC (45 to 65 Hz)	
2	Measuring range	10k Ω to 100M 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 Testing Lane Heavy Motor Vehicles

2.4.1. Roller brake tester

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Maximum measurable brake load is	at least of 40 kN	
2	Difference in left & right braking efficiency		
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.	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	Measuring range	0kg- 15000 kg	
3	Resolution	5 kg	
4	Accuracy	± 1% of reading	

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 40kN	
2	Maximum movement on each side	100 mm (Hydraulic)	

2.4.5. Automatic Steering Gear play Detector

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Capable of measuring angular movement	$\pm 30^\circ$	
2	Recording mechanism to measure wheel movement against steering movement		
3	Measurement accuracy-	$\pm 2\%$ of full-scale deflection	

2.4.6. Fully 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 ($\pm 5\%$)	
5	Maximum deviation of intensity	$\pm 5\%$ of reading	
6	Headlamp tester to be placed on a perfectly level surface/ rails.		

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/Speed Governor 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 Full Scale 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, transport vehicles etc.	

2	Compliant to: OBDII/EOBD/HD- OBD/WWH- OBD Scan-Tool in accordance with SAE J1979, SAE J1939 and ISO 27145	
3	Must support different OBD modes Viz. Mode 01 to Mode 0A	
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. • 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

[Please fill]

Sr. No.	Specifications	Requirements	Bidders Specifications
1	Rated measuring voltage	upto 500V DC/AC (45 to 65 Hz)	
2	Measuring range	10k Ω to 100M 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 Testing 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 testing station) is used for Government approved tests and have been used for at least five years for Official testing 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:		[For “Similar References” please name each reference as “Similar Reference #...”with consecutive numbers. For “Specific References” please name each reference as “Specific Reference #...” with number referring to the corresponding table in “Annexure III Bidder’s Company Requirements” For “Sub-contractor Experience”, please name each reference as “Sub-contractor Reference #...” with consecutive numbers.]
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 Organization. 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		2017	2018	2019	2020	2021	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			2018-19	2019-20	2020-21
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 NCT of Delhi. 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 Automated Testing Station 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

1. Transport Department, Government of NCT of Delhi will collect Vehicle Testing Fee as well as Fitness Certificate issuance Fee as per rule 81 of CMVR as well as any penalties / fees as announced by Transport Department, Govt. of NCT of Delhi directly from Vehicle Owners.
2. “Vehicle Testing Fees” depending upon type of vehicles as decided through tendering process, will be payable to the Selected Bidder from Transport Department on monthly basis through Escrow account provisions.
3. Once the Centre is operational, Vehicle Fitness Testing of all Vehicles will be conducted only at Burari and existing ATS Centre at Jhuljhuli and no manual fitness testing will be conducted across the State.
4. Vehicle Testing Fee for conducting the fitness test at automated equipment in Automated Testing Station Centre depending on type of vehicles as per rule 81 of CMVR, which is applicable as on date, as follows:-

Category of the vehicle	Vehicle fitness testing fee in INR
Two Wheeler	400.00
3 Wheeler / Light Motor vehicle. (LMV) including Taxis	600.00
Medium Motor vehicle(MMV) / Heavy Motor Vehicle(HMV)	1000.00

5. Vehicle Testing Fee to be quoted by the Bidder should be either equal to or less than the Vehicle Testing Fee as per rule 81 of CMVR as mentioned in clause 4.
6. The “X”, “Y” and “Z” are the Vehicle Fitness Testing Fee for 2 Wheeler, 3 Wheeler / Light Motor vehicle (LMV) and Medium Motor vehicle(MMV) / Heavy Motor Vehicle(HMV), respectively and shall be quoted 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. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail. Bids quoting Testing Fee value in decimals will not be accepted for evaluation purpose and will be rejected.
7. Bidder will submit its financial bid for “Vehicle Testing Fee” to be charged by it for conducting fitness testing of Light Duty Vehicle and Medium / Heavy Duty Vehicles at the Automated Vehicle Testing Station Centre to be established by it at Burari as follows:-

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

8. The period of Agreement will be from date of the start of Commercial operation of the Centre and date of authorization of Centre by the Transport Department, GNCTD, whichever is later, for 8 years. After the end of initial concession period, Government of NCT of Delhi may extend the concession period for 2 years or more, on mutually agreed period on the same terms and conditions.

9. In case the Transport Department, Govt. of NCT of Delhi 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 subject to additional fee as per mutual agreement of the Parties.

10. In case any additional lane or ATS Centre is required to be set up by the Bidder for complying with the aforesaid instructions, the Transport Department, Government of NCT of Delhi, shall provide requisite support to comply with the directions, keeping in view scope of work of the bidder defined in this tender.

Authorised Signatory of Bidder (Name and Signature)