



**OFFICE OF THE TRANSPORT COMMISSIONER-CUM-CHAIRMAN  
STATE TRANSPORT AUTHORITY, ODISHA, CUTTACK**

**TENDER CALL NOTICE**

Notice No: .....7199...../TC/LX-64/2026

Date- 18/05/2026

Sealed Bids are invited for the **Request for Bid (RFB) for Selection of agency for Maintenance and Deployment of Manpower to operate the ATS at Arilo, Cuttack** by the office of Transport Commissioner Odisha, Cuttack for online submission latest by **05/05/2026, 05:00 PM**.

For details, please visit the websites [www.odishatransport.gov.in](http://www.odishatransport.gov.in) and [www.enivida.odisha.gov.in](http://www.enivida.odisha.gov.in). The RFP will be available on the websites from **18/05/2026**.

By the orders of Transport Commissioner, Odisha

Sd/-

Addl. Commissioner Transport (Tech)  
STA, Odisha Cuttack

**Request for Bid (RFB) for Selection of agency for  
Maintenance and Deployment of Manpower to  
operate the ATS at Arilo, Cuttack**



**Government of Odisha  
Commerce & Transport (Transport) Department**

Tender Inviting Authority

Transport Commissioner, Odisha, 6<sup>th</sup> Floor, Rajaswa Bhawan, Chandini Chowk,  
Cuttack, Odisha. Pin: 753002, Phone: 0671-2507042

Tender No: Ref Number: **7199/TC/LX-64/2026**

**Date: 18/05/2026**

E.M.D: **Rs. 10,00,000 (Ten Lakhs Rupees Only)**

Tender Fee: Non-refundable Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1,800/-)}

## DISCLAIMER

1. The information contained in this RFB provided to Bidder(s) whether verbally or in documentary or any other form, by and on behalf of Transport Commissioner, Odisha on the terms and conditions set out in this RFB and such other terms and conditions subject to which such information is provided.
2. The information contained in this RFB is being provided for the limited purposes of enabling the interested parties ("Bidders") to submit a proposal ("Bid") for performing, executing and implementing the Works and for no other purpose. Under no circumstances Transport Commissioner, Odisha, shall incur any liability arising out of or in respect of the issue of this RFB, or the selection procedure.
3. The possession of the RFB or use in any manner contrary to any applicable law is expressly prohibited.
4. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFB shall be construed as legal, financial or tax advice. Transport Commissioner, Odisha, will not be liable for any costs, expenses, so incurred by the Bidders in connection with the preparation and submission of the Bids.
5. Transport Commissioner, Odisha, reserves the right to amend this RFB and any information contained herein at any time.
6. Nothing in this RFB shall be relied upon as, a promise or representation as to Transport Commissioner, Odisha's ultimate decision in relation to the selection process of the successful Bidder for the execution of the Contract. The Bidder(s) shall not, therefore, assume that they will have the opportunity to revise their Bids following submission. However, Transport Commissioner, Odisha, reserves the right to change the basis of or the procedures (including the timetable) relating to the bidding process, reject any, or all, of the Bids, not to invite a Bidder to proceed further, not furnish a Bidder with additional information nor otherwise to negotiate with a Bidder at any time. Transport Commissioner, Odisha is not bound to accept the lowest or indeed any Bid.
7. No person other than the one authorized by Transport Commissioner, Odisha, to give any information or to make any representation not contained in this RFB and, if given or made, any such information or representation shall not be relied upon.
8. Canvassing in any form shall result in rejection of the bid.
9. This RFB is confidential and personal to each Bidder. The Bidders shall note that they are required to sign and submit bid as part of the Technical Bid, as provided in "Form B" of this RFB, a Letter of Undertaking to Transport Commissioner, Odisha, which, inter alia, prohibits disclosure of any information contained therein to any person or body corporate except as

permitted by such Letter of Undertaking. The Bidders shall promptly return this RFB to Transport Commissioner, Odisha, upon request or as specified in this RFB and shall not retain any copies thereof nor use the same for any purpose whatsoever other than for submission of the Bid to Transport Commissioner, Odisha, for the Works. Any failure to furnish or comply with the terms of the Letter of Undertaking, the bidder shall be disqualified.

- 10.** Any summary or description of documents or contractual arrangements contained in any part of this RFB are only indicative and cannot be intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future) and are in all respects qualified in their entirety by reference to them.
- 11.** Transport Commissioner, Odisha, do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Works. Transport Commissioner, Odisha, shall enter into a contract with the successful Bidder for performance, execution and implementation of the Works ("Contract"). No legal or other obligation shall arise between the successful Bidder and Transport Commissioner, Odisha unless and until the Contract has been formally executed by Transport Commissioner, Odisha and the successful Bidder and any conditions precedent to the effectiveness of the Contract have been fulfilled. Transport Commissioner, Odisha reserves the right not to proceed with the bidding process and to cancel the selection procedure, or any part thereof, at any time.
- 12.** Nothing in this RFB shall constitute the basis of the Contract which may be concluded in relation to performance, execution and implementation of the Works nor shall such documentation/information be used in construing the Contract. Each Bidder must rely on the terms and conditions contained in the Contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such Contract. Any reference to this RFB in the Contract with Transport Commissioner, Odisha or any correspondence between Transport Commissioner, Odisha and the Bidder shall not be construed as this RFB forming part of such contract.
- 13.** The Bidder is prohibited from any form of collusion or arrangement by a Bidder (or its advisors or consultants) in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of Transport Commissioner, Odisha or to any other person in a position to influence the decision of Transport Commissioner, Odisha any other person associated with the bidding process, for showing any favour in relation to this Bid or any other contract, shall render the Bidder to such liability/penalty as Transport Commissioner, Odisha, may deem proper, including but not limited to rejection of the Bid and forfeiture of the Earnest Money Deposit.

- 14.** All documents and communication will be in English only. Any document which is submitted in any other language, other than English will be acceptable only if accompanied by self-certified English translated version. Transport Commissioner, Odisha will have the right to verify the same independently.
- 15.** Laws of the Republic of India are applicable to this RFB. The courts at Cuttack, Odisha shall have exclusive jurisdiction in relation to any disputes arising out of this RFB.
- 16.** Each Bidder's acceptance of delivery of this RFB constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFB, the recipient agrees that this RFB and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.
- 17.** All disputes shall be subject to the exclusive jurisdiction of Courts at Cuttack only.

## Table of Contents

DISCLAIMER.....	2
1) DEFINITIONS.....	9
2) SECTION - 1 (INTRODUCTION).....	14
<b>2.1 Bid Data Sheet</b> .....	15
3) SECTION - 2 (INSTRUCTIONS TO BIDDERS).....	18
<b>3.1 Guidelines for Registration</b> .....	20
<b>3.2 Searching for Tender Documents</b> .....	20
<b>3.4 PREPARATION OF BIDS/PROPOSALS</b> .....	21
<b>3.5 Submission of Bid Proposals</b> .....	22
<b>3.6 EARNEST MONEY DEPOSIT (EMD)</b> .....	23
<b>3.7 Tender Fee</b> .....	24
<b>3.8 Bidders Authorization</b> .....	24
<b>3.9 Address for Correspondence</b> .....	25
<b>3.10 Local Conditions</b> .....	25
<b>3.11 Site Visits by Bidder</b> .....	25
<b>3.12 Language</b> .....	25
<b>3.13 Bid validity</b> .....	26
<b>3.14 Additional Conditions</b> .....	26
<b>3.15 Right to Terminate Bid Process</b> .....	26
<b>3.16 Compliant proposals/Completeness of response</b> .....	26
<b>3.17 Modification and Withdrawal of Bids</b> .....	27
<b>3.18 SUBMISSION OF BIDS</b> .....	27
<b>3.19 TECHNICAL AND FINANCIAL BID CONDITIONS</b> .....	31
Part –1: Technical Qualification.....	31
Part-2: The Financial Bid Conditions.....	37
<b>3.20 MANNER OF SUBMISSION</b> .....	38
<b>3.21 CONDITIONS GOVERNING CONSORTIUM</b> .....	39
<b>3.22 VALIDITY OF BIDS</b> .....	44
<b>3.23 CLARIFICATIONS TO BIDDER’S PRE-BID QUERIES</b> .....	44
<b>3.24 BID EVALUATION PROCESS</b> .....	45
(a) Opening of Bids.....	45
(b) TECHNICAL BID EVALUATION.....	46
(c) FINANCIAL BIDS OPENING.....	46
(d) FINANCIAL BID EVALUATION.....	46
(e) DETERMINATION OF THE SUCCESSFUL BIDDER.....	46
<b>3.25 RIGHT of TRANSPORT COMMISSIONER, ODISHA TO ACCEPT OR REJECT ANY OR ALL BIDS</b> .....	46
<b>3.26 PROCESS TO BE CONFIDENTIAL</b> .....	46
<b>3.27 ACKNOWLEDGEMENT BY BIDDERS</b> .....	47
<b>3.28 EXCLUSION OF BIDS / DISQUALIFICATION</b> .....	47
<b>3.29 CANCELLATION OF PROCUREMENT PROCESS</b> .....	48
<b>3.30 CODE OF INTEGRITY FOR BIDDERS</b> .....	48
<b>3.31 DISCLOSURE OF CONFLICT OF INTEREST</b> .....	49
<b>3.32 PUNISHMENT FOR NON-COMPLIANCE OF PROCUREMENT PROCESS</b> .....	49
<b>3.33 REPRESENTATIONS AND WARRANTIES OF THE BIDDER</b> .....	49

3.34	<b>GENERAL CONDITIONS</b>	50
(a)	Confidentiality	50
(b)	Bidder's General Responsibilities	51
(c)	INDEMNITY	52
(d)	SPARE PARTS	52
(e)	INSURANCES	52
3.35	<b>FORCE MAJEURE</b>	52
(a)	Force Majeure - Obligations of the Parties	52
(b)	Meetings With Transport Commissioner, Odisha	53
(c)	Performance Obligations	53
(d)	Liability for Other Losses, Damages Etc.	53
(e)	Exceptions to Force Majeure	53
3.36	<b>DISPUTE RESOLUTION PROCEDURE</b>	54
(a)	Amicable Resolution	54
(b)	Legal Jurisdiction	54
3.37	<b>TERMINATION</b>	54
(a)	Termination for Default of the Bidder	54
(b)	Termination for Convenience of Government of Odisha	56
3.38	<b>FORFEITURE OF PERFORMANCE BANK GUARANTEE</b>	56
4)	Section- 3: Performance Bank Guarantee (PBG)	56
4.1	<b>ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT</b>	57
4.2	<b>EXECUTION OF AGREEMENT</b>	57
4.3	<b>CONTRACT PERIOD</b>	57
5)	Section- 4: SCOPE OF WORK AND SUPPLY OF EQUIPMENT	58
5.1	<b>BIDDER'S SCOPE OF WORK</b>	58
5.2	<b>EQUIPMENT TO BE SUPPLIED</b>	61
5.3	<b>LIST OF EQUIPMENT</b>	62
5.4	<b>SOFTWARE</b>	62
5.5	<b>CALIBRATION</b>	63
5.6	<b>CLIMATIC CONDITIONS</b>	64
5.7	<b>HEALTH &amp; ENVIRONMENTAL REQUIREMENTS</b>	64
5.8	<b>DOCUMENTATION</b>	64
5.9	<b>PROJECT IMPLEMENTATION TEAM</b>	65
5.10	<b>TRAINING PLAN AND TRAINING SUPPORT</b>	65
5.11	<b>SERVICE SUPPORT AND STOPPAGE OF SERVICE</b>	65
5.12	<b>WARRANTY &amp; COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC)</b>	66
5.13	<b>OPERATIONS AND OPERATION COST</b>	66
5.14	<b>QA/QC DOCUMENT</b>	67
5.15	<b>PROJECT IMPLEMENTATION SCHEDULE</b>	68
5.16	<b>AUDIT AND ASSESSMENT</b>	69
6)	SECTION – 4A: Existing Vehicle Testing Equipment	70
6.1	<b>LCV Lane</b>	70
1)	<b>Roller Brake Tester:</b>	70
2)	<b>Axle weight Measurement equipment:</b>	71
3)	<b>Suspension Tester:</b>	71
4)	<b>Side slip Tester:</b>	72
5)	<b>Joint Play Tester:</b>	72
6)	<b>Electronic Steering Gear Play Detector:</b>	73

7)	Semi- Automatic Head light tester: .....	73
8)	Opacimeter: .....	74
9)	Exhaust gas analyser: .....	74
10)	Speedometer Tester/ Speed Governor Tester: .....	75
11)	Sound level meter: .....	76
12)	Free Roller Set (For Speedometer test on All Wheel Drive vehicles) .....	76
13)	Toeing trolley or rail Trolley (For front wheel of 3-Wheeled vehicle) .....	77
6.2	HCV Lane .....	77
1)	Roller Brake Tester: .....	77
2)	Axle weight Measurement equipment: .....	78
3)	Side slip Tester: .....	78
4)	Joint Play Tester: .....	79
5)	Side slip Tester.....	<b>Error! Bookmark not defined.</b>
6)	Semi-Automatic Head light tester: .....	80
7)	Opacimeter: .....	80
8)	Exhaust gas analyzer: .....	81
9)	Speedometer Tester/ Speed Governor Tester: .....	81
10)	Sound level meter: .....	82
11)	Bogie Roller Set (For Roller Brake Test or Speedometer Test on multi-axle HCV with more than one live axle).....	83
7)	SECTION – 5: SITE DESCRIPTION .....	83
8)	SECTION – 6: MINIMUM NUMBER AND MINIMUM QUALIFICATIONS OF MANPOWER.....	84
9)	SECTION – 7: EQUIPMENT SPECIFICATIONS.....	85
10)	SECTION – 7A: LIST OF TESTS .....	87
11)	SECTION – 8: CHARACTERISTICS OF VEHICLES TO BE TESTED .....	87
12)	SECTION – 8A: Testing Process and Procedure .....	87
13)	SECTION – 9: BID EVALUATION CRITERIA.....	87
13.1	EVALUATION CRITERIA (TECHNICAL BID) .....	87
13.2	METHODOLOGY FOR EVALUATION.....	88
13.3	Technical Proposal Evaluation Criteria .....	88
13.4	EVALUATION OF FINANCIAL BID .....	89
13.5	PRICE REASONABILITY OF THE BIDS .....	90
13.6	CLARIFICATION OF TECHNICAL BIDS AND REQUEST FOR ADDITIONAL OR MISSING INFORMATION .....	90
13.7	CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS .....	90
14)	SECTION – 10: TERMS OF PAYMENT .....	90
14.3.	PAYMENT AGAINST SUPPLY AND INSTALLATION OF NEW EQUIPMENT.....	90
14.4.	PAYMENT FOR SEVEN YEARS OPERATION OF ATS.....	91
	FORM-A: Letter for Submission of Technical Proposal.....	95
	FORM (A-1)- REPRESENTATIONS AND WARRANTIES BY THE BIDDER.....	98
	FORM (B)- LETTER OF UNDERTAKING .....	100
	FORM (C)- Sole / Lead Bidder's Firm Profile .....	101
	FORM (D): Format for Memorandum of Understanding for Consortium .....	103
	FORM (E): Power of Attorney (PoA) .....	105
	Form (E-1) Power of Attorney (PoA) in favour of Lead Member of Consortium.....	106
	FORM (F): Proof of payment of Earnest Money Deposit .....	107
	FORM (F-1): Proof of payment of Bid Processing Fee .....	108
	FORM (G): Performa for Performance Bank Guarantee.....	109

FORM (H) Detailed Technical Specifications ..... 112  
FORM (I) - Undertaking from Equipment Manufacturer for Warranty and AMC of Lane Testing Equipment 113  
FORM (J): Description of Approach, Methodology Work and Training Plan ..... 114  
FORM (K): Performa for Curriculum Vitae..... 116  
FORM (L): Financial Proposal Format or BOQ ..... 117  
Form (M): Format for Affidavit Certifying Non-Blacklisting ..... 122  
Form (N) Deviations Suggested ..... 123  
Form (O) References..... 124  
Form (P) Service Support ..... 125  
Form (Q) Declaration by the Bidder..... 127  
FORM (R): MANUFACTURER AUTHORIZATION LETTER ..... 128

## 1) DEFINITIONS

The following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

- (a) **“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.
- (b) **“Authorized Signatory”** means the Bidder’s duly authorized representative having the Power of Attorney (PoA) to do in its name and on its behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of its Bid in response to this RFB proposed by the Transport Commissioner, Odisha through its Transport Commissioner (the " Transport Commissioner, Odisha "), including but not limited to signing and submission of Bid and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Transport Commissioner, Odisha, representing it in all matters before the Transport Commissioner, Odisha, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of its Bid, and generally dealing with the Transport Commissioner, Odisha in all matters in connection with or relating to or arising out of its Bid for the said Project.
- (c) **“Acceptance Tests”** means the tests of Equipment as per the agreed plan with the Transport Commissioner, Odisha or their authorized representative.
- (d) **“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.
- (e) **“ATS”** means Automated Testing Station.
- (f) **“Successful Bidder”** includes (without limitation to) any person, company, firm, organization, consortium with whom Transport Commissioner, Odisha 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
- (g) **“Bidder's Documents”** means in addition to the RFB, those documents to be prepared by the Bidder under the Contract including without limitation, such technical documents specified in Technical Conditions of Contract and such data, drawings, designs, design information, calculations, schedules, specifications, plans, inspection and test plans, manuals, 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 for the performance of the Contract.

- (h) **“Bidder's Insurances”** means the insurance policies to be purchased and maintained in full by the Bidder.
- (i) **“CMVR”** means Central Motor Vehicles Rules, 1989 as amended from time to time.
- (j) **“CMC”** means comprehensive maintenance contract
- (k) **“Change in Law”** means the occurrence of any of the following after the due date of Bid:
- the enactment of any new Indian law;
  - the repeal, modification or re-enactment of any existing Indian law;
  - the commencement of any Indian law which has not entered into effect until the date of Bid;
  - 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
  - any change in the rates of any of the Taxes that have a direct effect on the Project.
- (l) **“Completion of the Works”** means the execution of Works as specified in the **“Section-4 Scope of Works”** of this RFB, to the satisfaction of Transport Commissioner, Odisha and the Transport Commissioner, Odisha will issue a completion certificate in this regard.
- (m) **“Competent Authority”** means Transport Commissioner, Odisha
- (n) **“Confidential Information”** means everything contained in this RFB and the consequent Contract, all documentation, data, particulars of the Works and/or the Project Facility and/or the Project and technical or commercial information made by (or on behalf of) Transport Commissioner, Odisha 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: which is generally available in the public domain other than by any unauthorized actions or fault of the Bidder; or which is in the possession of the Bidder with a right to disclose;
- (o) **“Contract”** means the consequent agreement to be signed between the Transport

Commissioner, Odisha and the Successful Bidder, which shall include general terms and conditions mutually agreed between Transport Commissioner, Odisha and successful bidder and includes the RFB along with its enclosures, annexure, schedules, addendum/corrigendum, clarifications, issued from time to time during the Bid process. This bid document shall also form a part of the contract agreement.

- (p) **“Commencement Date”** means, the actual date of commencement of operation & maintenance of the ATS.
- (q) **“DoT”** means the Transport Commissioner, Odisha.
- (r) **“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.
- (s) **“Equipment”** means any apparatus/machine, manufactured indigenously or abroad, procured for the implementation of the Works as per Scope of Work specified in Section 4 of this RFB.
- (t) **“Execution of the Works”** means the, procurement, supply, assembly, , 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 this RFB and the consequent Contract.
- (u) **“Force Majeure Period”** means the period commencing from the date of occurrence of a Force Majeure and ending on the date on which the Affected Party, acting in accordance with the Good Industry Practice, resumes or should have resumed such of its obligations the performance of which was excused in accordance with the Contract.
- (v) **“Gol”** means Government of India
- (w) **“Govt. of Odisha”** means Government of Odisha.
- (x) **“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.

- (y) **“I&C Centre”** means Inspection and Certification Centre.
- (z) **“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.
- (aa) **“Liquidated Damages”** means damages described in this RFB to be paid by the Successful Bidder to the Transport Commissioner, Odisha as compensation.
- (bb) **“Maintenance Spare Parts”** means the maintenance spare parts for the Equipment and includes the critical, replacement and breakdown spare parts.
- (cc) **“MoRTH”** means Ministry of Road Transport and Highways, Government of India.
- (dd) **“OEM”** original equipment manufacturer (VTEQ/ ATS ELGI)
- (ee) **“Performance Standards”** means such performance standards for the operation and maintenance of the Project Facility as may be applicable pursuant to the Contract.
- (ff) **“Pre-Dispatch Test”** means test by the Successful Bidder at manufacturing site ensuring the quality check of the equipment.
- (gg) **“Project”** means Purchase, Supply, Installation & Commissioning of Vehicle Testing Equipment, providing manpower for Operation and Maintenance of Automated Testing Station (ATS) on the terms and conditions contained in this RFB and in the consequent Contract.
- (hh) **“Project Facility”** means the facilities as specified in the RFB, being developed in accordance with the Project and includes all its buildings, equipment, facilities, hardware, software and systems and includes without limitation, where the circumstances so require, any expansion thereof from time to time.
- (ii) **“Project Facility Insurance”** means the insurance policies to be purchased and maintained in force by the Successful Bidder.
- (jj) **“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 Commissioner, Odisha which remain incomplete at the Date of Completion of the Works.

**(kk) “Quality Assurance Plan”** means that plan referred to in this Section.

**(ll) “RFB”** means Request for Bid issued by the Transport Commissioner, Odisha through tender for the selection of Successful Bidder for Operation & Maintenance of Automated Testing Station (ATS) at Arilo, Cuttack and includes the Bid document along with its Sections, Forms, Annexure, Addendum, Corrigendum et-cetera.

**(mm) “Related Works”** means works other than the Works, performed or undertaken by Transport Commissioner, Odisha or other Bidders or Successful Bidders of Transport Commissioner, Odisha 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.

**(nn) “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.

**(oo) “Spare Parts”** means such Maintenance Spare Parts as are required for successful and uninterrupted operation of the ATS.

**(pp) “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.

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

**(rr) “Testing Plans”** means those plans referred to in this RFB 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.

**(ss) “Training Plan”** means plan proposed by the Bidder in Form (J) Clause 6 of this RFB and as approved by the Transport Commissioner, Odisha.

**(tt) “Warranty”** means an assurance from the Bidder/Equipment Manufacturer for uninterrupted performance of the Equipment after the acceptance of the Equipment, as per the

performance parameters specified under the Contract and includes any alteration, repair or replacement of any defective or damaged part/ design or material used for the Equipment at the cost of the Bidder over the Warranty Period for ensuring such uninterrupted performance.

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

**(vv) “ATS Cuttack, Arilo”** means existing upgraded Inspection and Certification center at Cuttack, Odisha.

## **2) SECTION - 1 (INTRODUCTION)**

- (a)** The existing ATS was initially established as an I&C center in the year 2020 under joint funding scheme of MoRTH and Govt. of Odisha. On completion of specified period the center was transferred to Government of Odisha in the year 2022. On 29/01/2025 the center was upgraded to Automated Testing Station (ATS) by the Transport Commissioner, Odisha as per the requirement of CMVR, 1989 hereinafter refer as “ATS Cuttack, Arilo”. The upgradation to the existing testing equipment was done by the OEM and few testing equipment as required for conducting test of electric & Hybrid vehicles were not procured at the time of upgradation. The upgradation component is also covered under two years warranty from the OEM. The center consists of two HMV lane & two LMV lane.
- (b)** The testing equipment (except for the upgraded components for ATS) of the center are covered under Comprehensive Maintenance Contract (CMC) till 15/01/2027 through the selected agency by MoRTH. Some of the testing equipments are covered under separate CMC by the OEM till 09/01/2027.
- (c)** The utilities, IT equipment, software & hardware of the center are not covered under any CMC contract with anybody. However, only Server, Desktop, Printer, Speed Dome Camera, Number plate reader camera, Network Video Recorder, & Network Camera (the IT equipment upgraded in Jan 2025) are covered under warranty from M/S ATS Elgi Ltd till 09/01/2027.
- (d)** Transport Commissioner, Odisha invites tender for selection of Successful Bidder to provide manpower to operate and maintain the ATS center and its facilities, as prescribed by the Transport Commissioner in line with the requirement under Central Motor Vehicle Rules, 1989 on the terms and conditions contained in this RFB and in the consequent Contract. Brief Scope of Work and the timeline for tender is given in the table below

## 2.1 Bid Data Sheet

Sr. No.	Subject	Detail Description
1	2	3
1	<b>Name &amp; Address of the tender inviting Authority</b>	Transport Commissioner, Odisha <b>Address:</b> 6 <sup>th</sup> Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack, Odisha 753002 Tel : +91-671-2507042 Email : addl.comm.tech@gmail.com
2	<b>Project Officer in- charge</b>	Additional Commissioner Transport (Technical) Email: <b>addl.comm.tech@gmail.com</b>
3	<b>Contact Person for Queries</b>	Joint Commissioner Transport (Technical) Email: <b>addl.comm.tech@gmail.com</b>
4	<b>Mode of Tendering</b>	Online Mode, Tender document shall be published on <a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a>
5	<b>Scope of Work and nature of this RFB</b>	<p>(a) To provide manpower to operate the test equipment to conduct the functional test.</p> <p>(b) To provide CMC support from OEM for the existing test equipment (except the upgraded components) till completion of contract period from the date of completion of current CMC support by the existing agency on 15/01/2027.</p> <p>(c) To provide CMC support from OEM for the upgraded component till completion of contract period from the date of completion of warranty period on 09 /01/ 2027.</p> <p>(d) To supply the specified test equipment such as OBD scan tool, Test Finger &amp; Insulation tester for testing of electric &amp; Hybrid vehicles with two years of warranty followed by CMC during the contract period.</p> <p>(e) To Supply the two Handheld Tablets for visual inspection with two years of warranty followed by CMC during the contract period.</p> <p>(f) The bidder has to maintain the IT equipment, Software &amp;</p>

Sr. No.	Subject	Detail Description
1	2	3
		<p>hardware during the contract period.</p> <p>(g) The bidder has to Upkeep, monitor &amp; provide comprehensive maintenance of all existing utilities and infrastructure during the contract period.</p> <p>(h) To supply two Handheld Tablet for visual inspection.</p> <p>(i) The bidder shall be responsible for Maintenance of the Automated Testing Station (ATS) on the terms and conditions contained in this RFB and in the consequent Contract.</p> <p>(j) The bidder shall be responsible for Payment of all statutory dues towards electricity, water, internet, telephone and all other operational charges including consumables as required for operation of ATS to conduct the tests.</p> <p>(k) The bidder shall be responsible for undertaking all statutory audit as required under CMVR by any NABL accredited audit agency as recommended by Transport Commissioner and also bear the cost of such audit.</p> <p>(l) The department has developed an online Dashboard Management System for monitoring the functioning of all ATS operating in the state. This ATS will also require to be integrated through API with the existing online Dashboard Management System. The server of ATS should share the relevant data on real-time basis through API to the HUB unit. The SPOKE unit will be installed by the department. The required API and API integration to the central server will be required to be developed by the bidder.</p> <p>(m) The Successful Bidder shall perform, execute and implement the works as per Scope of Work given in this RFB.</p>
6	<b>Earnest Money Deposit (EMD) Refundable</b>	<p><b>EMD of Rs. 10,00,000 /- (Rs. Ten Lakhs only)</b> shall be paid in shape of Demand Draft issued by any nationalized bank or Bank Guarantee issued by any nationalized/scheduled commercial bank drawn in favor of <b>Transport Commissioner, Odisha payable at Cuttack.</b></p> <p>(The <b>eNivida</b> Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of</p>

Sr. No.	Subject	Detail Description
1	2	3
		BG details and submit the DD in Original along with the original Hard copy of technical bid.)
7	<b>Tender Fee (Non-refundable)</b>	<p><b>Rs 11,800/- (Eleven Thousand Eight Hundred Only) (Rs.10,000 + GST @ 18% Rs.1,800/-)</b></p> <p>shall be paid in shape of Demand Draft issued by any nationalized bank issued by any nationalized/scheduled commercial bank drawn in favour of <b>Transport Commissioner, Odisha payable at Cuttack payable at Cuttack.</b> valid for 180 days from the date of submission of bid.</p> <p>The tender fee shall be submitted by all the participants in this tender.</p> <p>(The <b>e-Nivida</b> Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of BG details and submit the DD in Original along with the original Hard copy of technical bid.)</p>
8	<b>Start Date of Downloading of Bid Document</b>	<p>From <b>18/05/2026</b></p> <p>From: <a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a></p>
9	<b>Last Date of submission of pre-bid Queries</b>	<p><b>Up to IST 1700 hrs on 22/05/2026</b> through e-mail to "addl.comm.tech@gmail.com" In the prescribed format only.</p>
10	<b>Pre-Bid Meeting</b>	<p>On <b>26/05/2026, 1500 hrs</b> through Hybrid Mode. The time and VC link shall be informed to the intended bidders through E-mail.</p>
11	<b>Last Date of Submission of Bids</b>	<p>Up to <b>1700 hrs on 05/06/2026</b> Online form on the Tender Portal</p>
12	<b>Last Date of Physical submission of Technical Bid Documents</b>	<p><b>06/06/2026 by IST 1400hrs</b> at 6<sup>th</sup> Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack, Odisha 753002</p>
13	<b>Opening of Technical</b>	<p>IST 1600 hrs on <b>06/06/2026</b> at the Office of Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack, Odisha 753002</p>

Sr. No.	Subject	Detail Description
1	2	3
	<b>Bids</b>	
14	<b>Opening of financial Bids</b>	Will be intimated through REGISTERED E-MAIL to the Bidders who qualify in the evaluation of Technical Bid
15	<b>Bid Validity</b>	The bid shall be valid for a period of 180 days from the technical bid opening date and. The authority reserves the right to extend the Bid Validity after its expiry.

### 3) SECTION - 2 (INSTRUCTIONS TO BIDDERS)

- (a) The RFB can be downloaded directly from the tender portal <https://enivida.odisha.gov.in>
- (b) Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in bidder help manual kit.
- (c) Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours [odishaenivida@gmail.com](mailto:odishaenivida@gmail.com)
- (d) Bidders must have a valid email id and mobile number.
- (e) Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
- (f) Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However, bidder can update the digital certificate to another user id after un mapping it from the exiting user id.
- (g) Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
- (h) Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.

- (i) Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
- (j) Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
- (k) Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
- (l) Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.
- (m) Bidders are recommended to use PDF files for uploading the documents and file size must not cross 40MB. Whereas Bidder may upload multiple technical bid files. Only price bid sheet will be in Excel format.
- (n) The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc.
- (o) Offline Submission of financial bid/ Financial documents/rates by the bidders will not be accepted by the Authority, under any circumstance.
- (p) After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
- (q) If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
- (r) Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. The correctness of the bid will be decided by tender inviting authority only.
- (s) The time displayed in the server is IST (GMT 5:30) and same will be considered for all

the tendering activities. Bidders must consider the server time for submission of bids.

- (t) Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

### 3.1 Guidelines for Registration

- (a) Bidders are required to enrol themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link “Bidder Enrolment” available on the home page by paying Registration Fees of Rs.2,500/- + Applicable GST.
- (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- (d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.
- (e) Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- (g) The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- (h) After completion of registration payment, bidders need to send their acknowledgement copy on help desk mail id [odishaenivida@gmail.com](mailto:odishaenivida@gmail.com) for activation of the account.

### 3.2 Searching for Tender Documents

- (a) There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

- (b) Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

### **3.3 Clarifications on using e-Nivida Portal**

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the bid data sheet.
- (b) Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.
- (c) Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.
- Phone No.: 011-49606060, 9355030604, 9355030613
  - Mail id: odishaenivida@gmail.com

### **3.4 PREPARATION OF BIDS/PROPOSALS**

- (a) The Bidder shall ensure all the requirements specified in this RFB are duly complied.
- (b) The Bidders are expected to carefully examine all the contents of this RFB, any Corrigendum issued and take them fully into account before submitting their Bids. Failure to comply with the requirements as detailed in this RFB shall be at the Bidder's own risk. Bids which are not responsive to the requirements & conditions of the RFB will be summarily rejected.
- (c) While all efforts have been made to avoid errors in the drafting of the RFB, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the RFB shall be entertained.
- (d) Bidders should examine the clauses and conditions mentioned in this RFB carefully and thoroughly before submitting their bids. For any clarifications, the bidder must send their queries in the prescribed format through email before the pre-bid meeting.
- (e) The Bid prepared by the Bidder and all correspondence and documents relating to the tender exchanged between the Bidder and Transport Commissioner, Odisha shall be in the English language only.
- (f) All the pages of the Bid shall be duly stamped and signed by the authorized signatory of the

Sole/Lead bidder. **Authorized signatory of the Lead Bidder shall have to sign the Bid Documents of the Consortium Partners.** Any Bid not complying with the terms and conditions as set out in this RFB and / or not signed by authorized signatory will liable to be rejected.

- (g) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid data sheet and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- (h) The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of preparation and submission of the Bid, means of access to the site, nature of the Works and all matters pertaining thereto.
- (i) Bidders are advised to visit the proposed location before submission of bid at their own cost to understand the current status of the site.
- (j) The Bidder shall fill the '**Contact Details Form**' issued with this bidding document. Transport Commissioner, Odisha would use these details to communicate with the Bidder.
- (k) The cost incurred for Bid Proposal Preparation, Site Visit or any other activities will be borne by the bidder. The Transport Commissioner is not responsible for arranging any activity or entertain any of the bidder during the bidding process.

### 3.5 Submission of Bid Proposals

- (a) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b) The bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions as mentioned in the tender document.
- (c) Bidder shall select the payment option as per the tender document to pay the tender fee / Tender Processing fee as applicable and enter details of the instrument.
- (d) In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- (e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow Coloured (unprotected) cells with their respective financial

quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- (f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (g) The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- (h) Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- (i) The tender summary shall be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **3.6 EARNEST MONEY DEPOSIT (EMD)**

- (a) The Bids shall be accompanied by an EMD of **Rs. 10,00,000 /- (Rs. Ten Lakhs only)**. EMD shall be paid in shape of demand draft or Bank Guarantee issued by any nationalized bank drawn in Favor of Transport Commissioner, Odisha payable at Cuttack. and shall be attached along with the Technical Bid of the tender. (The **eNivida** Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of BG details and submit the DD in Original along with the original Hard copy of technical bid.)
- (b) A Bid which is not accompanied by Earnest Money Deposit as per this RFB shall be construed as non-compliant bid and shall be summarily rejected.
- (c) EMD of the unsuccessful Bidders in Technical Bid may be returned by the Transport Commissioner, Odisha after finalization of Technical Bid.
- (d) EMD of the successful / unsuccessful Bidders in Financial Bid, will be returned after the submission of Performance Bank Guarantee by the Successful Bidder as per this RFB.
- (e) The Bidder shall submit the original of the DD towards EMD (mentioned in the Proposal Data Sheet) at the address, time, and date.
- (f) No interest shall be paid to any Bidder against the submitted EMD.

- (g) In case of the extension of the Bid validity period as per this RFB, the validity of the EMD shall be extended for a further period as required by Transport Commissioner, Odisha.
- (h) Transport Commissioner, Odisha shall have right to forfeit EMD of the Bidder, in case such Bidder: –
- (i) has withdrawn its Bid during the validity period of the Bids and any extensions theretowithout the written consent of Transport Commissioner, Odisha;
  - (ii) alters the quoted rates/conditions in the Bid after opening of the Financial Bid;
  - (iii) fails to deposit the Performance Bank Guarantee within the period specified in theRFB;
  - (iv) has provided wrong or false information;
  - (v) fails to comply with the conditions of Consortium as specified in this RFB.
- (i) Transport Commissioner, Odisha shall have right to forfeit Performance Bank Guarantee of the Bidder, in case such Bidder:
- (i) fails to start the work as specified in this RFB or fails to execute the Contract within a period of 30 days from the date of issue of the Letter of Award;
  - (ii) has provided wrong or false information;
  - (iii) fails to comply with the conditions of Consortium as specified in this RFB.

### 3.7 Tender Fee

- (a) The Bidders shall deposit bid processing fee of **Rs 11,800/- (Eleven Thousand Eight Hundred Only) = Rs.10,000/- plus Rs. 1800/- (GST 18%) Non-refundable** (The eNivida Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of BG details and submit the DD in Original along with the original Hard copy of technical bid.)
- (b) The Bid Processing Fee is non-refundable.
- (c) A Bid which is not accompanied by Bid Processing Fee as per this RFB shall be construed as non-compliant bid and shall be summarily rejected.

### 3.8 Bidders Authorization

- (a) The "Bidders" as used in the RFB documents shall mean the one who has signed the RFB Forms. The Bidders may be either the Principal Officer or his duly Authorized Representative,

in either case, he/she shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished, and signed by the representative and the principal.

- (b) The authorization shall be indicated by written power-of-attorney accompanying the bid in the name of the signatory of the Proposal.
- (c) In case of consortium, both parties shall indicate a single Authorization through a Consortium Agreement and power-of-attorney which must be executed / exist prior to date of submission of bid.
- (d) Any change in the Principal Officer/Authorization shall be intimated to Transport Commissioner, Odisha in advance.

### **3.9 Address for Correspondence**

The Bidders shall designate the official mailing and e-mail address to which all correspondence shall be sent.

### **3.10 Local Conditions**

1. It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors such as legal conditions which would have any effect on the preparation of the bid and performance of the contract and / or the cost. Transport Commissioner, Odisha shall not entertain any request for clarification from the Bidders regarding such conditions.
2. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract shall in no way relieve the successful Bidders from performing any work in accordance with the RFB documents.
3. Neither any change in the time schedule of the contract nor any financial adjustments to the contract awarded under the bidding documents shall be permitted by the Transport Commissioner, Odisha on account of failure of the Bidders to apprise themselves of local laws and prevailing conditions.

### **3.11 Site Visits by Bidder**

The Bidder at its own cost may visit and examine the existing infrastructure of ATS Centre at Arilo, Cuttack during any working hour on any working day with prior approval of the authority. **Prior intimation in this regard may be shared through email.**

### **3.12 Language**

The proposal should be filled by the bidders in English language only in bold capital letter. If any supporting documents are submitted in any language other than English, translated version of the same in English language is to be submitted along with duly attested by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **3.13 Bid validity.**

The bid shall be valid for a period of 180 days from the technical bid opening date and. The authority reserves the right to extend the Bid Validity after its expiry.

If a Bidder submits or participates in more than one Proposal and / or presents more than one Solution, then the Bidder shall be disqualified.

In case of consortium, any member who is part of a consortium, shall not be part of any other consortium or submit proposal as a sole bidder.

### **3.14 Additional Conditions**

1. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against Transport Commissioner, Odisha or any of its employees arising out of or relating to this RFB or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
2. All proposals and accompanying documentation of the technical proposal will become the property of Transport Commissioner, Odisha and will not be returned to the bidders.

### **3.15 Right to Terminate Bid Process**

1. Transport Commissioner, Odisha may terminate the RFB process at any time and without assigning any reason. Transport Commissioner, Odisha makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFB does not constitute an offer by Transport Commissioner, Odisha. The bidder's participation in this process may result in Transport Commissioner, Odisha selecting the bidders to engage towards execution of the contract.

### **3.16 Compliant proposals/Completeness of response**

1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFB documents carefully. Submission of the bid shall be deemed to have been done by the bidder after careful study and examination of the RFB document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:
  - a) Include all documentation specified in this RFB.

- b) Follow the format of this RFB and respond to each element in the order as set out in this RFB.
  - c) Comply with all requirements as set out within this RFB.
3. Bidder should not propose multiple options for any system software or other infrastructure proposed as part of the bid.
  4. For all the components, wherever applicable, bidder needs to provide the data sheets of the product.

### **3.17 Modification and Withdrawal of Bids**

1. No bid shall be altered / modified after its submission to the Transport Commissioner, Odisha. Unsolicited correspondences in this regard from Bidders shall not be considered.
2. No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidders in the Bid.
3. Withdrawal of a bid during the bid process shall result forfeiture of its EMD.
4. Prices in any form or by any reason before opening the Commercial/Financial Bid should not be revealed. If price change is envisaged due to any clarification, revised financial Bid can be called from all the bidders by Transport Commissioner, Odisha.

### **3.18 SUBMISSION OF BIDS**

- (a) The process of bid submission shall be online on the tendering portal in the necessary format mentioned in the RFB. Any bidder failing to submit the bid online will be automatically disqualified.
- (b) The bidder should visit eNivida site (<https://enivida.odisha.gov.in>) and follow all the necessary guidelines for online submission and should also go through the digital signature requirement as well as system requirement.
- (c) The Bidder shall upload the scanned copy / copies of document in support of eligibility criteria and qualification information in prescribed format in PDF to the portal in the designated locations of Technical Bid.
- (d) The Bidder shall log on to the portal with its DSC and move to the desired tender for uploading the documents in appropriate place one-by-one simultaneously checking the documents
- (e) A two-part Bid System will be followed for this RFB with a QCBS Selection criterion
- (f) The Bidders will submit online bids on the portal in two envelope format; technical and commercial separately.

- (g) All the pages of the Bid must be sequentially numbered and should be indexed properly. Any deficiency in the documentation may result in the rejection of the Bid. Late bids i.e. bids submitted beyond the prescribed deadline of submission, shall not be accepted
- (h) E-Bids cannot be submitted after due date and time. The E-Bids once submitted cannot be viewed, retrieved or corrected. The E-Bidder should ensure the correctness of the E-bid prior to uploading and take printout of the system generated summary of submission to confirm successful uploading of E-bid. The E-bids cannot be opened even by the OIT / Opener before the due date and time of opening.
- (i) Bidder shall also submit hard copies of technical bids at the below address before the due date:

Address: **TRANSPORT COMMISSIONER, ODISHA,**

**6<sup>TH</sup> FLOOR, RAJASWA BHAWAN, CUTTACK, PIN-753002.**

- (j) Only one hard copy **Envelope** consist of technical bid to be submitted.

**Envelope** Superscript **“Technical Bid for Selection of Successful Bidder for Maintenance, and Deployment of Manpower to Operate the ATS at Arilo, Cuttack”**

Technical Bid envelope shall have below listed documents.

- a- Tender Fees
  - b- EMD
  - c- Technical Bid documents along with Supporting Documents as defined in this RFB.
- (k) A CD Drive/Pen Drive with all the scanned technical bid document along with the hard copy of bid also to be submitted by the bidder. The Bidder shall ensure that CD Drive/Pen Drive submitted by them is free from any malware/virus/trojan etc.
  - (l) **No financial bid in physical format shall be submitted to the Authority, only technical bid shall be submitted by the bidders by the due date.**
  - (m) The Bids shall be submitted only on the Bid Submission Date and time given in the RFB or its extended date notified through corrigendum. No bid shall be received after the submission date & time.
  - (n) The proposal and all correspondence and documents shall be written in English language. In case of accompanying literature or brochures etc being in a language other

than English language, a certified translation should accompany the documents as a part of the RFB. All proposals and accompanying documentation will become the property of the department and will not be returned.

- (o) Once the Bid submission date and time is over, the bidders cannot submit their Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of Bid.
- (p) The Transport Commissioner, Odisha, reserves the rights to modify, change, amend & remove any conditions, clauses and information provided in this RFB. Any modification, changes or removal of any clause shall be notified by issuance of suitable corrigendum or addendum. And such corrigendum or addendum or both shall be hosted in the web portal [www.odishatransport.gov.in](http://www.odishatransport.gov.in) and eNivida Website <https://enivida.odisha.gov.in> before bid submission date.

**(q) Deadline for Submission of BIDS**

Bids must be submitted by the Bidders online on the above mentioned eNIVIDA website any other form of submission including physical submission of technical bid documents shall be supplementary in nature. Any bidder failing to submit the bid documents online before the submission deadline will automatically be disqualified in clause (a) not later than the date and time specified in this Tender document.

The Transport Commissioner, Odisha may extend this deadline for submission of Bids by amending the Tender document, in which case all rights and obligations of the department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended, Bids should be submitted on or before the date and time as mentioned in tender document.

**(r) Late Bids:**

The concerned Bidder/Consortium will be held responsible if BIDS or any of the documents are not submitted in time due to any reasons. No bids and documents will be accepted after due date and time as mentioned in this RFB.

**(s) Receipt and opening of proposal by the Authority**

- (i) Interested Firms / Companies are advised to submit their proposal in Two- Bid' system with Technical and Financial bids separately.
- (ii) Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt of bid the technical proposals will be opened first by Tender Evaluation Committee (TEC) members in the office

of Transport Commissioner, Odisha.

(iii) The Transport Commissioner, Odisha or the tender committee or the authorized officers by Transport Commissioner will open all technical proposals, in the presence of Bidder or their authorized representatives at on the date and time mentioned in tender document. The Interested Bidder's representatives who are/ will be present at the time of technical bid opening shall record their attendance on the attendance sheet. In the event of the specified date of the Proposal proposed technical bid opening date being declared as a holiday in that case authority shall fix up another date and shall intimate to the bidder on their registered e-mail ID. Authorization letter (on letterhead of the bidder) and Legal Identification Proof photo copy shall be submitted while attending the meeting associated with this bid process.

(iv) The bidder names & the presence and other details as the Transport Commissioner, Odisha at its discretion may consider appropriate, will be announced at the opening of the technical proposal. The names of such Bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical proposal, the Transport Commissioner shall notify those Bidder whose proposal were considered nonresponsive to the conditions of the RFB and those bidders who are not meeting the Qualification Requirements indicating that they did not technically qualify for this bid process. The Transport Commissioner will simultaneously notify the bidders on the Tender portal, whose technical bid proposal was evaluated and has been qualified for opening of the financial bid proposal.

- (t) Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all the document provided in the Bid Document will be construed as plea to disrupt the bidding process and in such cases the EMD shall be forfeited.
- (u) The Bidder will not be able to submit his bid after expiry of the date and time of submission of Bid. The Transport Commissioner, Odisha reserves the right to extend the bid submission date by issuance of corrigendum.
- (v) Bids only in the prescribed format available on the website [www.odishatransport.gov.in](http://www.odishatransport.gov.in) will be considered.
- (w) The cost of tender documents is non-refundable.
- (x) The Technical Bid and Financial Bid shall be duly signed by the Bidder itself or by a

person authorized by the Bidder. The authorization letter along with legal identity proof shall be submitted along with the Technical Bid.

- (y) Any alteration in the constitution of Bidder as submitted in the Technical Bid after the submission of the Bid will result in disqualification of the Bidder or cancellation of the Agreement, as the case may be.

### 3.19 TECHNICAL AND FINANCIAL BID CONDITIONS

#### Part –1: Technical Qualification

- (a) Transport Commissioner, Odisha will not be responsible for delay submission by any Bidder, due to any reason. Bidders are required to submit their Technical Bids physically at the office of the Transport Commissioner, Odisha located at **6<sup>th</sup> floor, Rajaswa Bhawan, Cuttack, Odisha, PIN- 753002** before the closure of bid submission date and time. One Bidder/consortium member can submit only one bid. A bidder/any member of consortium cannot submit multiple bids in any manner.
- (b) The qualification conditions of Technical Bid and the necessary documents to be submitted along with Technical Bid, are given in the table below:

Sr. No.	Criteria	Qualification Conditions	Documents to be submitted along with Technical Bid
1	2	3	4
TQ-1	Legal Entity	<ul style="list-style-type: none"> <li>The Bidder may be Sole Bidder or a consortium.</li> <li>The Sole Bidder or members of a consortium shall be a company registered under Company Act 1956/2013 or a LLP (Limited Liability Partnership) or a registered Partnership Firm under Partnership Act 1932 or a Proprietorship firm registered under Shop &amp; Establishment Act.</li> <li>In case of Consortium, the maximum numbers of members are restricted to</li> </ul>	<p>Notarized copy of the Certificate of Incorporation of the company issued by Registrar of Companies and also attach copy of Company's Articles of Association as well as Memorandum of Association</p> <p style="text-align: center;"><b>or</b></p> <p>Notarized copy of the Certificate of Incorporation of LLP issued by Registrar of Companies, and self-certified copy of deed of LLP duly uploaded on the MCA (Ministry of Corporate Affairs) website.</p> <p style="text-align: center;"><b>or</b></p> <p>Notarized Copy of Registration Certificate of Partnership registered</p>

Sr. No.	Criteria	Qualification Conditions	Documents to be submitted along with Technical Bid
1	2	3	4
		<p>two only and the member with highest financial equity share in the Consortium shall be nominated as the Lead member, who shall have an equity share of not less than 51% in the Consortium during the entire project tenure.</p> <ul style="list-style-type: none"> <li>• The Lead Member of Consortium must have office in India.</li> <li>• Any members of Consortium shall not be permitted to participate either in an individual capacity or as a member of another Consortium in the same tender.</li> <li>• No consortium shall be formed after submission of bid.</li> </ul>	<p>under the Partnership Act 1932 and self-certified copy of all partnership deeds.</p> <p style="text-align: center;"><i>or</i></p> <p>Notarized copy of the original Certificate of Incorporation in case of Consortium Member.</p> <p style="text-align: center;"><i>or</i></p> <p>Notarized copy of the original Certificate of Shop &amp; Establishment Act</p> <p style="text-align: center;"><i>or</i></p> <p>Notarized copy of the original Registration of Udyam Aadhar.</p>
		<p><b>In case of Consortium:</b></p> <ul style="list-style-type: none"> <li>• In case of Consortium, Agreement to be signed with Lead bidder.</li> <li>• The Bidder/All members of consortium should have or shall be ready to set up a project office in Bhubaneswar (Odisha) within 30 days from issuance of LOA/I.</li> </ul>	<p><b>In case of Consortium:</b></p> <ul style="list-style-type: none"> <li>• Notarized Copy of the MOU in <b>Form (D)</b> of this RFB clearly specifying complete details of the members of the Consortium, their share and responsibility in the Consortium etc. particularly with reference to financial, technical, and other obligations.</li> <li>• Notarized proof of the Lead Bidder having details of office in</li> </ul>

Sr. No.	Criteria	Qualification Conditions	Documents to be submitted along with Technical Bid
1	2	3	4
			<p>India.</p> <ul style="list-style-type: none"> <li>• Bid shall be submitted in the name of laed bidder; however, all member of the consortium will be responsible and accountable for execution of the work as defined in the RFB.</li> </ul>
<b>TQ-2</b>	<b>Annual turnover</b>	<ul style="list-style-type: none"> <li>• The Sole Bidder / any Bidder in case of the Consortium shall have an average annual turnover of not less than Rs 5 (Five) Crores in the last 3 Financial years. (i.e. 2023-24, 2024-25 &amp; 2025-26) and</li> <li>• should have a positive profit after tax deduction in the last three financial years.</li> </ul>	<ul style="list-style-type: none"> <li>• Turnover Certificate of all the said three financial years duly audited by a Chartered Accountant with UDIN.</li> <li>• Certified Copy of the audited profit / loss statement of all the said three financial years by a Chartered accountant with UDIN, as applicable.</li> </ul>
<b>TQ-3</b>	<b>Positive Net worth</b>	The Sole bidder /any Bidder in case of consortium shall have positive net worth during the last financial year.	Net worth certificates duly audited & certified by a Chartered Accountant with UDIN.
<b>TQ-4</b>	<b>GST &amp; PAN</b>	The Sole/all Bidder in case of consortium shall have a valid GST and a valid PERMANENT ACCOUNT NUMBER (PAN).	Self-attested copy of GST Registration and PAN.
<b>TQ-5</b>	<b>Technical Capability</b>	<ul style="list-style-type: none"> <li>• The sole bidder/ Any member of the consortium should have government authorized test lane</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Form (C)</b> of this RFB, duly signed by authorized signatory and relevant</li> </ul>

Sr. No.	Criteria	Qualification Conditions	Documents to be submitted along with Technical Bid
1	2	3	4
		<p>operation for more than 5 lane years.</p> <ul style="list-style-type: none"> <li>Lane years shall be calculated by adding number of years of operation of each lane of type of vehicles being tested as per scope of this tender. (e.g. lane year = number of lanes L1 X number of years + number of lanes L2 X number of years + ....).</li> </ul>	<p>documents for experience to be attached with the form.</p> <ul style="list-style-type: none"> <li><b>Form (C)</b> of this RFB, Details of equipment manufacturer to be provided.</li> <li>Bidder shall submit Notarized <b>Form (Q)</b> References. The bidder shall submit a proof of notary certified copy of the original Work done completion certificates issued by the Government authorities / PSUs of relevant business in India.</li> </ul>
TQ-6	<b>Non-Blacklisting</b>	<ul style="list-style-type: none"> <li>The Sole Bidder/all members of the Consortium shall not be under ban or debarment or blacklisting by Govt. of Odisha or any other Ministry/Department of the Govt. of India/State Govt. or any other country in the last five years from the date of publication of this Bid.</li> </ul>	<ul style="list-style-type: none"> <li><b>Notarized Affidavit.</b> (Format for non-blacklisting)</li> </ul>
TQ-7	<b>Power of Attorney</b>	<ul style="list-style-type: none"> <li>The Sole Bidder/ all members of the Consortium shall submit a Power of Attorney (PoA) in the name of its employee as Authorized Signatory in Form (E).</li> <li>In case of Consortium, Power of Attorney to be submitted by all members in favour of the Lead</li> </ul>	<ul style="list-style-type: none"> <li><b>Duly notarized Form (E) and Form (E-1), if applicable.</b></li> </ul>

Sr. No.	Criteria	Qualification Conditions	Documents to be submitted along with Technical Bid
1	2	3	4
		<p>Member of Consortium as their authorized signatory in Form (E-1).</p> <ul style="list-style-type: none"> <li>If the Sole /Lead Bidder is a Company registered under Company Act, PoA shall be duly passed through resolution in the Board Meeting of the Company.</li> </ul>	
TQ-8	General-1	<p>The Sole Bidder / Lead Bidder of the Consortium shall give unconditional compliance of all the terms and conditions as mentioned in the tender document and clause by clause compliance for the technical specifications as prescribed in this tender.</p>	<p><b>Duly Notarized Affidavit.</b></p>
TQ-9	Non-Conviction	<p>The Sole Bidder / all members of the Consortium shall give affidavit that he has not been convicted by any Court of Competent Jurisdiction in the last five years from the date of publication of this Bid.</p>	<p><b>Notarized Affidavit.</b></p>
TQ-10	Letter of Submission of Proposal	<p>The Sole Bidder / Lead Bidder of the Consortium shall submit a Letter for Submission of Technical Proposal.</p>	<p><b>Form (A) of this RFB</b> on the Letter Head of the Bidder duly signed by authorized signatory.</p>

Sr. No.	Criteria	Qualification Conditions	Documents to be submitted along with Technical Bid
1	2	3	4
TQ-11	<b>Representations and warranties</b>	The Sole Bidder / Lead Bidder of the Consortium shall submit representations and warranties.	<b>FORM (A-1)</b> duly notarized.
TQ-12	<b>Undertaking for Confidentiality</b>	The Sole Bidder / Lead Bidder of the Consortium shall furnish an undertaking for confidentiality.	<b>Form (B)</b> of this RFB, duly signed by authorized signatory and duly notarized.
TQ-13	<b>Organization Profile</b>	The Sole Bidder / Lead Bidder of the Consortium shall submit Bidder's Organization and Firm's Profile.	<b>Form (C)</b> of this RFB, duly signed by authorized signatory.  Detailed Information about Consortium shall be in <b>Form (D)</b>
TQ-14	<b>Proof of EMD</b>	Proof of EMD Payment	Demand draft details shall be quoted in <b>Form (F)</b>  In case of Consortium, EMD shall be submitted only in the name of the lead member and not in the name of constituent member.
TQ-15	<b>Proof of Tender Fee</b>	Proof of Bid Processing Fee /Tender Fee Payment	Demand draft details shall be quoted in <b>Form (F-1)</b>  In case of Consortium, Bid Processing Fee shall be submitted only in the name of the lead member and not in the name of constituent member.
TQ-16	<b>Conflict of Interest</b>	The Bidder shall not have a conflict of interest in the procurement in question	A Notarized Affidavit in this regard is to be made by the Sole Bidder/all members of the Consortium.

Sr. No.	Criteria	Qualification Conditions	Documents to be submitted along with Technical Bid
1	2	3	4
TQ-17	<b>Approach &amp; Methodology</b>	Description of Approach, Methodology Work and	<b>Form (J)</b> of this RFB, duly signed by authorized signatory.
TQ-18	<b>Manufacture Authorization Letter</b>	<b>Manufacture Authorization</b>	The bidder shall submit a Manufacturer Authorization Letter as per <b>FORM (R) of this RFB</b> from the Original Equipment Manufacturer (OEM) of the existing testing equipment installed at the Cuttack ATS, i.e., M/s ATS ELGI Ltd. and/or M/s VTEQ, authorizing the bidder to provide seamless maintenance support, supply of spares, and necessary repair services for the entire contract period.
TQ-19	<b>Declaration by the Bidder</b>	<b>Declaration by the Bidder</b>	The prospective bidder shall visit the ATS at Cuttack before submission of the final bid. The bidder shall submit an Undertaking in <b>Form (Q)</b> confirming that their authorized representative has duly inspected and verified the current condition of the ATS infrastructure, including but not limited to the ATS shed, civil structures, all equipment, IT hardware, software, servers, utilities, and all related facilities.

**Note:** (a) All Forms of this RFB, required in support of Technical Bid Conditions, have to be filled in and submit by the Bidder

## **Part-2: The Financial Bid Conditions**

(a) The Bidder shall submit Financial Bid as per requirements of this RFB.

(b) The Vehicle Fitness Inspection Test Fee as well as Fitness Certificate Issuance Fee, shall be collected by the Transport Commissioner, Odisha.

(c) In Financial Bid, the Bidder shall quote “**the Project Cost**” as per **Form (L) of this RFB in excel sheet**. The Form (L) comprises Schedule I, II, III, IV and V. The summary of cost of Schedule I to IV is the Project Cost i.e. **Schedule V of Form (L)**. **All five Schedules are given in Form (L)**. The project cost i.e. **Schedule V** is given in the following table:

<b>SCHEDULE V: PROJECT COST</b>				
<b>Sl. No.</b>	<b>Schedule</b>	<b>Description of item</b>	<b>Total Amount in Figures including taxes (In INR)</b>	<b>Total Amount in Words including taxes (In INR)</b>
1	I	Cost for Supply, Installation & Commissioning of required testing Equipment (OBD scan tool, Test fingers, Insulation tester & Handheld Rugged Tablet) for ATS as per CMVR		
2	II	Operation & Maintenance Cost of ATS test equipment (the CMC shall be applicable after the current CMC validity) (For the entire contract period)		
3	III	Operation & Maintenance Cost of ATS utilities, IT hardware , software including costs for all consumables and payment of all utilities/ Security and housekeeping staff and allied works for operations) as per RFB scope of work - (For the entire contract period)		
4	IV	Center Total Manpower cost (For the entire contract period)		
5	TOTAL PROJECT COST (in Figures) (Sum of Schedule I, II, III & IV)			
6	TOTAL PROJECT COST (in Words)			

**Selection of Successful bidder shall be carried out as per provision laid down in Section- 9 Evaluation parameters.**

### **3.20 MANNER OF SUBMISSION**

(a) The Bid shall be submitted through online mode through E-NIVIDA portal, and the sealed technical bid shall be submitted at the 6<sup>th</sup> Floor, Rajaswa Bhawan, STA, Odisha, Cuttack within the due date and time of submission as prescribed under Section 2.1 of this RFP.

- (b) The Transport Commissioner, Odisha may, at its discretion, extend the deadline for submission of Bids by issuing a corrigendum, in which case all rights and obligations of Transport Commissioner, Odisha and the Bidders previously subject to the original deadline, will thereafter be subject to the extended deadline.
- (c) Transport Commissioner, Odisha 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 annul bidding process, independently verify, disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with:
- Receipt of a Bid after the submission deadline.
  - Failure to submit necessary supporting documentation following a specific request by Transport Commissioner, Odisha.

### 3.21 CONDITIONS GOVERNING CONSORTIUM

- (a) In case of Consortium, the maximum number of members are restricted to three only and the member with highest equity share in the Consortium shall be nominated as the Lead member, who shall have an equity share of not less than 51% in the Consortium during the entire project tenure. The Lead Member shall have office in India with valid GST number. The information about the Consortium needs to be furnished in Form (D) of this RFB.
- (b) Lead member of Consortium shall not be permitted to participate either in an 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 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.
- (c) A copy of Memorandum of Understanding (MoU) executed by the Consortium members 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 etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. The sample of MoU is annexed as **Form-D**.
- (d) Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. The MoU shall be furnished with the roles and responsibilities of each member of the consortium with respect to Scope of Work, as defined in this RFB.

- (e) After the contract has been awarded, alteration/change in the constitution of Consortium shall not be allowed during the current contract period except replacement of any present member of consortium with another member having the same or higher technical qualification.
- (f) On issue of LOA (Letter of Award), 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 Commissioner, Odisha, before signing the contract agreement for the work. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited, and other penal actions shall be taken against member of the Consortium and the Consortium. No consortium shall be formed after submission of bid.
- (g) This 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 Commissioner, Odisha for execution of the project in accordance with this RFB. The Consortium members shall also be liable jointly and severally for the loss, damages caused to Transport Commissioner, Odisha during the course of execution of the contract or due to non- execution of the contract or part thereof.
  - Duration of the Consortium Agreement - It shall be valid during the entire currency of the contract 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.
  - Authorized 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 contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondence with respect to the contract would be sent only to this authorized member of the Consortium.
  - No member of the Consortium shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of Transport Commissioner, Odisha in respect of the said tender/contract.

(h) Documents to be enclosed by the JV Firm along with the tender:

- **In case one or more of the members of the Consortium is/are partnership firm(s), following documents shall be submitted:**
    - Notary certified copy of the Partnership Deed,
    - Consent of all the partners to enter into the Agreement on stamp paper of appropriate value (in original).
    - Power of Attorney (duly notarized 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 limited companies, the following documents shall be submitted:**
    - 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.
    - Copy of Memorandum and Articles of Association of the Company. If documents are in language other than English, then both, original document & notarized copy of its English translation need to be submitted.
    - Power of Attorney (duly notarized as per prevailing law) by the Company authorizing the person to act as Lead Member.
  - **In case one or more of the members of the Consortium is/are proprietorship firm, following documents shall be submitted:**
    - Notary certified copy of the Certificate of Registration.
    - Consent of all the partners to enter into the Agreement on stamp paper of appropriate value (in original).
    - Power of Attorney (duly notarized as per prevailing law) in favour of one of the partners to sign the Agreement on behalf of the proprietorship firm and create liability against the firm.
- (i) All the Members of Consortium shall certify individually that they are not banned or black listed or debarred by GOVT. OF ODISHA or any other Ministry/Department of the Govt. of India/State Govt. or any other country from participation in tenders/contract in the last five years from the date of publication of this Bid either in their individual capacity as members of the Consortium or the Consortium in which they were/are members.

- (j) In case the Bidder fails to comply with the conditions governing Consortium, the full Earnest Money shall be forfeited.
- (k) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Award (LoA) and during the subsistence of the Contract Agreement.
- (l) Notwithstanding anything to the contrary contained herein, or in the LoA or the Contract Agreement, the Transport Commissioner, Odisha may reject a Bid, or withdraw the LoA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusion in the Bidding Process. In such an event, the Transport Commissioner, Odisha shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Transport Commissioner, Odisha under the Bid documents and/ or the Contract Agreement, or otherwise.
- (m) Without prejudice to the rights of the Transport Commissioner, Odisha herein above and the rights and remedies which the Transport Commissioner, Odisha may have under the LoA or the Contract Agreement, or otherwise, if a Bidder is found by the Transport Commissioner, Odisha to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusion during the Bidding Process, or after the issue of LoA or the execution of Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFB or RFP issued by the Govt. of Odisha during the period of three years from the date of issuance of such debarment/blacklisting order.
- (n) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- **"Corrupt"** means
    - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Transport Commissioner, Odisha who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from,

before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Transport Commissioner, Odisha, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

ii. save and except as permitted under this Clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or to the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Transport Commissioner, Odisha in relation to any matter concerning the Project;

- **"Fraudulent"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- **"Coercive"** means impairing or harming, or threatening to impair or harm, action directly or indirectly, any person or property to influence any person's participation or in the Bidding Process;
- **"Undesirable"** means establishing contact with any person connected with or employed or engaged by the Transport Commissioner, Odisha with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.
- **"Restrictive"** means forming a cartel, or arriving at any understanding or arrangement among Bidders, with the objective of, restricting or manipulating a full and fair competition in the Bidding Process.
- **"Collusion"** is a secret agreement between two or more parties to limit open competition by deceiving, misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law typically by defrauding or gaining an unfair market advantage.

(o) Transport Commissioner, Odisha reserves the right to revise the scope of work or specifications considered necessary in the bid process through Addendum/ Corrigendum before the last date of submission of bids.

(p) Addendum/Corrigendum to the RFB may be issued by Transport Commissioner, Odisha prior to the last date of submission of the Bid to clarify the documents or to reflect any modifications etc.

(q) All such Addendum/Corrigendum shall be treated as an integral part of the RFB.

(r) All such Addendum/Corrigendum shall be notified only on the STA & E-Nivida portal.

- (s) In order to afford prospective Bidders reasonable time for preparing their tenders after taking into account such amendments, Transport Commissioner, Odisha may, at its discretion, extend the deadline for submission of tenders.
- (t) In case after issuance of Addendum/Corrigendum, 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 Addendum/Corrigendum and the Addendum/Corrigendum have been taken into account.

### 3.22 VALIDITY OF BIDS

- (a) Bids shall be unconditional, firm and remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids and shall be extendable for further period of 60 days on the request of the Transport Commissioner, Odisha. Any Bid having validity lower than that specified above shall be rejected by Transport Commissioner, Odisha as being nonresponsive.
- (b) If a Bidder withdraws or revokes his offer after last date of submission of Bids, the Bidder is liable to be disqualified, and the Earnest Money Deposit submitted by such Bidder shall liable to be forfeited. The Bidder shall not be allowed to carry out any revision/correction/modification in his Bid after the last date of submission of Bids.
- (c) In case Transport Commissioner, Odisha calls the Bidder for clarifications, then this shall not amount to cancellation or withdrawal of original offer. Transport Commissioner, Odisha reserves the right to finalize the technical evaluation by seeking clarifications, till the start date/time of the financial bid opening and prior to declaration of technical evaluation.

### 3.23 CLARIFICATIONS TO BIDDER'S PRE-BID QUERIES

- (a) Pre-bid meeting on scheduled date and time will be held with the prospective Bidders for any clarifications regarding this RFB.
- (b) The Bidders may submit their Pre-bidqueries, if any, only email to: **addl.comm.tech@gmail.com** before the date and time prescribed in this RFB
- (c) **The queries must be sent in the following format in excel file: Queries in other formats except MS- Excel file will not be accepted or entertained.**

Company/Bidder Name: M/s.....				
Sl. No	Page No. of the RFB	Relevant Section/ Form/Annexure of RFB	Relevant Content from RFB	Bidder's Query/Comment

1				
2				
3				

(d) Transport Commissioner, Odisha 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 Commissioner, Odisha to respond to any question or to provide any clarification.

### 3.24 BID EVALUATION PROCESS

#### (a) Opening of Bids

(i) The bids that are submitted successfully shall be opened as per date and time given in Bid Data Sheet, as per the procedure only in the presence of bidders or their respective duly authorized representatives.

(ii) Total transparency will be observed and ensured while opening the Proposals/Bids.

(iii) Transport Commissioner, Odisha reserves the right to postpone or cancel the Bid opening schedules.

(iv) Bid opening will be conducted in two stages i.e: Technical Evaluation and Financial Evaluation

(v) In the first stage, Responsive Proposals (the proposal accompanied with EMD, Tender Fee, Technical Bid envelope, Financial Bid envelope will be considered as responsive proposal) would be opened. Further Evaluation of Technical Proposals of Bidders will be opened and evaluated.

(vi) In the second stage, Commercial Proposal of those Bidders whose Technical Proposals will be qualified, would be opened.

(vii) In the event of the specified date of Bid opening being declared as Government holiday, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative(s) of any Bidder remain(s) absent, Transport Commissioner, Odisha will continue the process and open the bids of the all the other Bidders, whose representatives are present.

- The Bid shall be opened by the Bid Evaluation Committee constituted by the Transport Commissioner, Odisha.

- Any bid submitted without EMD and Bid processing fee/Tender Fee shall be disqualified.

**(b) TECHNICAL BID EVALUATION**

- (i) All valid bids shall be evaluated and the technical qualification of a bid shall be determined, as specified in “Section 9 - Evaluation Parameters”.
- (ii) Financial bids of technically qualified Bidders shall be opened only.

**(c) FINANCIAL BIDS OPENING**

- (i) The Financial Bids of Bidders, who qualify in the evaluation of Technical Bids, shall be opened on the appointed date and time in the presence of the qualified Bidders or their authorized representatives (with duly signed authority letter) who choose to be present at the time of opening of bid.

**(d) FINANCIAL BID EVALUATION**

- (i) All valid Financial Bids shall be evaluated as per “Section 9 - Evaluation Parameters”.

**(e) DETERMINATION OF THE SUCCESSFUL BIDDER**

- (i) The successful bid shall be determined as per TECHNICAL BID EVALUATION
- (ii) All valid bids shall be evaluated and the technical qualification of a bid shall be determined, as specified in “Section 9 - Evaluation Parameters”.
- (iii) Financial bids of technically qualified Bidders shall be opened only.

**3.25 RIGHT of TRANSPORT COMMISSIONER, ODISHA TO ACCEPT OR REJECT ANY OR ALL BIDS**

- a) Transport Commissioner, Odisha 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, 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 actions of Transport Commissioner, Odisha. The Bidders shall not have any cause of action or claim against Transport Commissioner, Odisha for rejection of their bids.

**3.26 PROCESS TO BE CONFIDENTIAL**

- b) 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.

- c) Any effort by a Bidder to influence Transport Commissioner, Odisha 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.

### **3.27 ACKNOWLEDGEMENT BY BIDDERS**

It shall be deemed that by submitting the Bid, the Bidder has:-

- a) made a complete and careful examination of the RFB;
- b) received all relevant information requested from the Transport Commissioner, Odisha;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFB or furnished by or on behalf of the Transport Commissioner, Odisha relating to any of the matters referred IN THIS RFB;
- d) satisfied itself about all matters, things and information including matters above hereinabove necessary and required for submitting a Bid, execution of the Project in accordance with the Bid documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid documents or ignorance of any of the matters referred to RFB shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Transport Commissioner, Odisha, or a ground for termination of the Contract Agreement by the Bidder;
- f) agreed to be bound by the undertakings provided by it under and in terms hereof.
- g) stamp & sign all the pages of the bid document as acceptance.

The Transport Commissioner, Odisha shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFB or the Bidding Process, including any error or mistake therein or in any information or data given by the Transport Commissioner, Odisha.

### **3.28 EXCLUSION OF BIDS / DISQUALIFICATION**

A Transport Commissioner, Odisha shall exclude / disqualify a Bid, if: -

- a) the information submitted, concerning the qualifications of the Bidder, is false or constituted a misrepresentation; or
- b) the information submitted, concerning the qualifications of the Bidder, is materially inaccurate or incomplete; and
- c) the Bidder is not qualified as per qualification/ eligibility criteria mentioned in the Bid document;
- d) the Bid materially departs from the requirements specified in the Bid document or it

- contains false information;
- e) a Bidder, in the opinion of the Transport Commissioner, Odisha , has a conflict of interest materially affecting fair competition.
- f) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

### **3.29 CANCELLATION OF PROCUREMENT PROCESS**

- a) The Transport Commissioner, Odisha may, for reasons to be recorded in writing, cancel the process of procurement initiated by it at any time prior to the acceptance of the Successful Bid; or after the Successful Bid is accepted in accordance with the provisions of this RFB.
- b) The Transport Commissioner, Odisha shall not open any Bids or proposals after taking a decision to cancel the procurement and shall return such unopened Bids or proposals.
- c) The decision of the Transport Commissioner, Odisha to cancel the procurement shall be immediately communicated to all Bidders that participated in the procurement process.
- d) If the Bidder, whose Bid has been accepted as Successful, fails to sign any written contract Agreement as required, or fails to provide any required security for the performance of the contract, the Transport Commissioner, Odisha may cancel the procurement process.
- e) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the Transport Commissioner, Odisha from initiating a new procurement process for the same subject matter of procurement, if required.

### **3.30 CODE OF INTEGRITY FOR BIDDERS**

- (a)** No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the Government of Odisha.
- (b)** The code of integrity includes provisions for: -
- prohibiting other Bidders to apply for submitting Bid;
  - any offer, solicitation or acceptance of any 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;
  - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
  - improper use of information shared between the Transport Commissioner, Odisha and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - any financial or business transactions between the Bidder and any officer or employee

of the Transport Commissioner, Odisha;

- any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- any obstruction of any investigation or audit of a procurement process;

(c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a Bidder, the Transport Commissioner, Odisha may take appropriate measures including:-

- exclusion of the Bidder from the procurement process;
- forfeiture of EMD;
- forfeiture of any Performance Bank Guarantee relating to the procurement;
- recovery of payments made by the Transport Commissioner, Odisha along with interest thereon at bank rate;
- cancellation of the relevant contract and recovery of compensation for loss incurred by the Transport Commissioner, Odisha;
- debarment of the Bidder from participation in future procurements of the Transport Commissioner, Odisha for a period of five years.

### **3.31 DISCLOSURE OF CONFLICT OF INTEREST**

The Bidder shall not have a conflict of interest in the procurement in question. A declaration in this regard is to be made by Bidder. All Bidders found to have a conflict of interest shall be disqualified.

### **3.32 PUNISHMENT FOR NON-COMPLIANCE OF PROCUREMENT PROCESS**

A Bidder, in addition to the recourse available in this RFB for forfeiting EMD or PBG or Both, shall liable to be punished as per other applicable laws, if it:-

- (a) Withdraws from the procurement process after opening of financial Bids;
- (b) Withdraws from the procurement process after being declared the Successful Bidder;
- (c) Fails to enter into procurement contract after being declared the Successful Bidder;
- (d) Fails to provide Performance Bank Guarantee or any other document required in terms of the Bid documents after being declared the Successful Bidder.

### **3.33 REPRESENTATIONS AND WARRANTIES OF THE BIDDER**

The Bidder represents and warrants to Transport Commissioner, Odisha that:

- (a) It is duly organized, validly existing and in good standing under the laws of India or in the country of its incorporation;
- (b) It has full power and authority to execute, deliver and perform its obligations under the Contract and to carry out the transactions contemplated hereby;
- (c) 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;

- (d) It has the financial standing and capacity to Execute the Works;
- (e) The Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) 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;
- (g) 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;
- (h) No representation or warranty by the Bidder contained herein or in any other document furnished by it to Transport Commissioner, Odisha 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;
- (i) 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.
- (j) Without prejudice to any express provision contained in the Contract, the Bidder acknowledges that prior to the execution of the Contract, it 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 Commissioner, Odisha 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.

### **3.34 GENERAL CONDITIONS**

#### **(a) Confidentiality**

- (i) The Bidder shall disclose to Transport Commissioner, Odisha any Confidential Information and other information as Transport Commissioner, Odisha may reasonably require for verifying the Bidder's compliance with the Contract. Further, the Bidder shall not, without the previous written consent of Transport Commissioner, Odisha, 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.
- (ii) The Bidder shall not without the prior written permission of the Transport Commissioner,

Odisha Representative:

- Disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Transport Commissioner, Odisha 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;
- Make use of any document or Confidential Information enumerated in the Contract, except for the purpose of the Contract; and
- Communicate or use in advertising, publicity, sales, releases or in any other medium, photographs or other reproduction of the Works under this Contract or description of the Project Site, dimensions, quantity, quality or other information, concerning the Works.

(iii) Any document, other than the Contract and enumerated in the Contract shall remain the property of Transport Commissioner, Odisha and shall be returned (in all copies) to Transport Commissioner, Odisha on completion of the Bidder's performance under the Contract, if so required by the Transport Commissioner, Odisha.

**(b) Bidder's General Responsibilities**

(i) Subject to and in accordance with the terms and conditions of the Contract, the Bidder shall to the satisfaction of Transport Commissioner, Odisha, 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.

(ii) The Bidder shall at its own expense:

- 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 manufacture, construction, and installation, commissioning, testing and reliability and acceptance procedures. (It is related to the equipment installation, commissioning & testing of equipment);
- Do everything necessary (including the payment of all relevant fees) to acquire and maintain all Applicable Clearances. (For Erection & operation if any clearances required, the successful Bidder should obtain them from concerned authorities); Transport Commissioner, Odisha will provide all the applicable clearances for erection of the equipment. The selected Bidder has to obtain the applicable clearances for operating the ATS.

- 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.

**(c) INDEMNITY**

- (i) The Bidder shall at all times save harmless and indemnify Transport Commissioner, Odisha from and against all claims, liabilities, expenses, costs, damages and losses suffered or incurred by Transport Commissioner, Odisha 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 Commissioner, Odisha.
- (ii) Transport Commissioner, Odisha rights under this Section are without prejudice to any other right which it may have whether at law or otherwise.

**(d) SPARE PARTS**

The Bidder shall be responsible, at its own cost, for the provision of the Spare Parts. Such cost shall include all costs such as customs duty for imported Spare Parts, left behind items, replacement or breakdown spare parts as well as costs for storage and insurance costs in relation to the maintenance of the Spare Parts in storage.

**(e) INSURANCES**

- (i) **Project Facility Insurances:** The Bidder shall at its cost and expense, purchase and maintain in force with reputable insurers, the Project Facility Insurances.
- (ii) **Bidder Insurances:** The Bidder shall at its cost and expense, purchase and maintain in force with reputable insurers, the Bidder's Insurance like Accident Insurance of manpower.
- (iii) **Required Insurances:** The terms of the Required Insurances shall entitle Transport Commissioner, Odisha to maintain the policies in force after termination of the Bidder's employment under the Contract.
- (iv) **Equipment Insurances:** Pre-Dispatch Equipment Insurance / Transit Insurance till commissioning and acceptance shall be borne by the bidder.

**3.35 FORCE MAJEURE**

**(a) Force Majeure - Obligations of the Parties**

"Force Majeure" shall mean any event beyond the control of Transport Commissioner, Odisha 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:

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

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.

**(b) Meetings With Transport Commissioner, Odisha**

As soon as reasonably practicable and in any case within [5 (five)] days of notification by the Affected Party in accordance with the preceding Clause, the Parties shall along with Transport Commissioner, Odisha 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.

**(c) Performance Obligations**

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

**(d) Liability for Other Losses, Damages Etc.**

Save and except as expressly provided in this RFB, 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.

**(e) Exceptions to Force Majeure**

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

- any changes in market conditions including without limitation changes that affect the supply prices of the Goods;

- Commercial impracticability.

### 3.36 DISPUTE RESOLUTION PROCEDURE

#### (a) Amicable Resolution

(a) The Department and the Successful Bidder shall make every effort to resolve amicably by direct negotiations any disagreement or dispute, arising between them under Contract failing which either party may file case before the competent court at Cuttack for adjudication.

#### (b) Legal Jurisdiction

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

### 3.37 TERMINATION

#### (a) Termination for Default of the Bidder

(i) In the event of any of the defaults specified below shall have occurred and the Bidder fails to rectify the default within a Period of 30 (thirty) days from the date of issuance of notice to rectify the defects, the Bidder shall be deemed to be in default of this Agreement unless such Default has occurred as a result of a Force Majeure Event:

- The Bidder is in Material Breach\* of the Contract;
- 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;
- 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:
  - The amalgamated or reconstructed entity does have the technical capability and operating experience necessary for the performance of its obligations under the Contract;
  - The amalgamated or reconstructed entity does have the financial standing to perform its obligations under the Contract; and
  - The Contract remains in full force and effect.

\*“Material Breach” shall mean occurrence of any of the following events:

- The Bidder fails to commence the services as per the terms of the Agreement after a period of 270 days from the date of issuance of Letter of Award (LoA); or
  - The Bidder, without the prior written approval from the Transport Commissioner, Odisha fails to render the services as per the Agreement for a continuous period of 180 days at the Centre during the Contract Period; or
  - The Bidder has delayed payment of any undisputed amount for a period of 45 (forty-five) days from the date the said amount is due; or
  - If the Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Transport Commissioner, Odisha; or
  - If the Bidder is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
  - If the Bidder commits breach of any conditions of the Contract.
- (ii)** In the event of the Bidder being in default under any of the provisions hereof, Transport Commissioner, Odisha shall be entitled to terminate the Contract forthwith by issuing a Termination Notice to the Bidder and upon issue of such Termination Notice by Transport Commissioner, Odisha, the Contract shall stand terminated forthwith, provided that before issuing the Termination Notice, the Transport Commissioner, Odisha shall in writing issue the Termination Notice and grant 30 (thirty) days' time to the Bidder to make its representation, if any, against such 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.

**(iii)** Upon Termination:

Upon Termination for any reason whatsoever, the Bidder shall, to the extent instructed by the Transport Commissioner, Odisha:

- cease all further work as instructed by the Transport Commissioner, Odisha 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;
- repatriate the Bidder's and Sub-Contractor's personnel from any part of the Project Site and the Works;
- promptly and in an orderly manner deliver to Transport Commissioner, Odisha, 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.

**(iv)** Upon termination the Equipment installed at the ATS shall be handed over to the Transport

Commissioner, Odisha by the Successful Bidder.

- (v) If Transport Commissioner, Odisha terminates the Contract on account of default of Bidder, amount of Performance Bank Guarantee may be forfeited.

**(b) Termination for Convenience of Government of Odisha**

- (i) The Transport Commissioner, Odisha, by a written notice of at least 30 days sent to the Successful Bidder, may terminate the Contract at any time for its convenience. The Notice of termination shall specify that termination is for the convenience of Govt. of Odisha and the date upon which such termination becomes effective.
- (ii) Upon Termination on account of Convenience of Transport Commissioner, Odisha, the Bidder will be entitled to the compensation to be determined by a Committee headed by Principal Secretary to Government, C&T Department and Transport Commissioner, Odisha comprising of officers from the Department of Finance, Law and PWD. The committee will decide the compensation amount after due consideration of the material facts of the loss to the Bidder for the remaining duration of the Contract.

**3.38 FORFEITURE OF PERFORMANCE BANK GUARANTEE**

Transport Commissioner, Odisha may forfeit Performance Bank Guarantee amount in full or part in the following cases:-

- a) when any of the terms and conditions of this RFB/Contract is breached by the Bidder;
- b) when the Bidder fails to implement the project or execute the scope of work as defined in this RFB, satisfactorily.

**4) Section- 3: Performance Bank Guarantee (PBG)**

- (a) Performance Bank Guarantee shall be submitted by the Successful Bidder within 15 days from the date of issuance of LoA in the format prescribed in **Form G** of this RFB.
- (b) **Performance Bank Guarantee shall be 10% of project cost, as quoted by the Successful Bidder in its Financial Bid. It shall be in shape of Bank Guarantee from any Nationalized Bank of India in favour of Transport Commissioner, Odisha. PBG shall be valid for entire contract period of seven years and 16 months thereafter.**
- (c) The Performance Bank Guarantee of the Successful Bidder will be returned after expiry of the contract period and twelve months thereafter subject to deduction, if any, upon satisfactory performance of operation of ATS, or after the satisfactory third-party Audit by competent Independent Agency, whichever is later.
- (d) No interest shall be payable on the PBG.
- (e) The Performance Bank Guarantee of the Successful Bidder will be forfeited if the Successful Bidder fails to comply with the terms and conditions of this RFB and

consequent contract.

- (f) A written notice of at least 15 days will be given to the Successful Bidder as opportunity of hearing before PBG is forfeited.

#### **4.1 ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT**

- (a) The selection of successful bidder shall be carried out as per provision given in Section - 9 Evaluation parameter in this RFB.
- (b) A Bid shall be treated as Successful only after the approval of the Competent Authority.
- (c) As soon as the Bid is approved by the Competent Authority, its written intimation duly signed by Procuring Authority with seal in the form of LOA shall be sent to the concerned Successful Bidder by email and shall be asked to execute an Agreement in the format given in this RFB on a non- judicial stamp of requisite value, and submit the amount of Performance Bank Guarantee within fifteen days from the date on which the Letter of Award is mailed to the Successful Bidder.

#### **4.2 EXECUTION OF AGREEMENT**

- (a) The Agreement shall be signed on the format (Form N) provided in this RFB.
- (b) The Successful Bidder will be required to execute the Agreement on a non-judicial stamp of requisite value at its cost and to be purchased from anywhere in Odisha only.
- (c) The Successful Bidder shall sign the Agreement within 15 days from the date on which the Letter of Award is mailed to the Successful Bidder. The contract shall come into force from signing of the Agreement or from such subsequent date as may be decided by the Transport Commissioner, Odisha.
- (d) If the Successful Bidder fails to sign the Agreement, or fails to furnish the required Performance Bank Guarantee within specified period, the Transport Commissioner, Odisha shall forfeit the EMD or PBG as per the provisions of this RFB. In addition to this, other lawful actions may also be initiated by the Transport Commissioner, Odisha.

#### **4.3 CONTRACT PERIOD**

- (a) The contract period shall start from the date of the signing of the agreement with DoT and will be valid up to 7 (Seven) year from the date of commencement of the operation of the ATS.
- (b) The terms of payment shall be as described in “Section 11 – Terms of Payment”

## 5) Section- 4: SCOPE OF WORK AND SUPPLY OF EQUIPMENT

### 5.1 BIDDER'S SCOPE OF WORK

The following activities form the scope of work for the successful bidder; however, the same should not be considered exhaustive but indicative.

- (a) The Successful Bidder shall be responsible for performing, execute and implement all the works as specified in this RFB. This will include inter alia, repair, and refurbishment of the ATS shed area, proving the equipment required for fitness inspection of EV/Hybrid vehicles, shipment, installation and commissioning of the testing equipment, and integration of systems, system checking for all the equipment listed in this RFB, operation and maintenance of the ATS throughout the contract period.
- (b) The bidder has to Upkeep, monitor & provide comprehensive maintenance of all existing utilities and infrastructure during the contract period .
- (c) To supply the specified test equipment such as OBD scan tool, Test Finger & Insulation tester for testing of electric & Hybrid vehicles with two years of warranty followed by CMC during the contract period.
- (d) To Supply the two Handheld Tablets for visual inspection with two years of warranty followed by CMC during the contract period.
- (e) Operation of two test (1 HD & 1 LD) lanes, all test equipment, utilities, and supporting systems installed at the ATS strictly in accordance with CMVR 1989 and Odisha Motor Vehicles Rules, 1993, as amended from time to time for a period of 7 years from the date of signing of the contract agreement.
- (f) Uninterrupted Operation and comprehensive maintenance of hardware, software, and all other existing utilities installed at the centre, for a period of 7 years from the date of signing of the contract agreement.
- (g) CMC for 7 years for testing equipment which are already installed at the ATS.
  - a. To provide CMC support from OEM for the existing test equipment (except the up graded components) till completion of contract period from the date of completion of current CMC support by the existing agency on 15/01/2027
  - b. To provide CMC support from OEM for the upgraded component till completion of contract period from the date of completion of warranty period on 09 /01/ 2027.
- (h) Warranty of 2 years and CMC of 5 years of the new installed equipment.
- (i) Deployment of adequate, technically qualified, trained, and experienced manpower (in accordance with CMVR 1989) of good character required for the successful and uninterrupted operation of the ATS, including operators, lane technicians, IT support

personnel, maintenance staff, supervisors, and housekeeping staff.

- (j) The successful bidder will be responsible for all of its manpower, tools and tackles deployed at the centre. The bidder should ensure that the resources deployed by him shall not be involved in any misconduct, mishaps or incident and should not indulge in any manipulations, malpractices and any criminal activities.
- (k) Conducting Motor Vehicle functional inspection tests only as per the provisions of the Central Motor Vehicles Rules (CMVR) 1989 and Odisha Motor Vehicles Rules 1993, as amended time to time.
- (l) All Visual inspection tests i.e., Pre automated test inspection & during Automated test shall be done by the officials authorized & appointed by Transport Commissioner, Odisha such as MVI/AMVI/Jr MVI.
- (m) Perform additional vehicle inspection tests as directed by the Transport Commissioner, Odisha from time to time.
- (n) Routine, preventive, and breakdown maintenance of all existing test lane equipment, electrical panels, compressors, sensors, control units, IT systems, and related infrastructure installed at the ATS.
- (o) Ensuring the proper functioning and maintenance of internal wiring, cabling, conduiting, electrical fittings, LAN connections, UPS backup systems, and other electrical infrastructure associated with ATS operations.
- (p) Ensuring uptime of the existing software and hardware systems deployed for lane management, test data acquisition, report generation, and integration with VAHAN or any other platforms as mandated by the Transport Commissioner, Odisha.
- (q) Maintaining, troubleshooting & Updating (if required) the ATS software, server systems, desktops, printers, networking, and data connectivity components to ensure seamless functioning of the automated test process.
- (r) Ensuring real-time storage and synchronization of functional test results with the State Data Centre and maintaining cybersecurity, encryption, and data privacy as required for integration with VAHAN.
- (s) Calibration of all installed test equipment at the prescribed intervals and maintaining calibration certificates traceable to authorized laboratories.
- (t) Providing housekeeping and cleanliness of the ATS premises, including the test lanes, equipment areas, operator rooms, waiting areas, and surrounding open spaces to maintain a safe and clean testing environment.
- (u) Ensuring proper ventilation inside the test shed, maintaining exhaust systems and gas evacuation systems for the vehicles to ensure operator safety.
- (v) Maintaining all safety equipment such as fire extinguishers, emergency lights, safety signage, first aid kits, and ensuring compliance with Environmental, Health & Safety

(EHS) norms.

- (w) Ensuring security of ATS equipment, infrastructure, IT systems, and premises through appropriate measures.
- (x) All connections between the supplied equipment cables & control panel as well as internal wiring, cabling of equipment shed area and cables from main panel to equipment shed are the responsibility of the Successful Bidder.
- (y) Maintaining registers, logs, operational records, test statistics, uptime reports, equipment health reports, and submitting them periodically to the Transport Commissioner, Odisha or as and when required.
- (z) Supporting departmental officials (MVI/AMVI/Jr. MVI) during visual inspection procedures carried out before or during automated testing.
- (aa) Coordinating during audits, inspections, and assessments conducted every six months or at any other intervals as directed by the Transport Commissioner, Odisha, and implementing the corrective actions as recommended.
- (bb) Ensuring availability of required consumables, spare parts, tools, and materials for operation and maintenance activities.
- (cc) Maintaining all existing utilities at the center including plumbing, water supply lines, drainage systems, lighting, and basic civil infrastructure.
- (dd) Any statutory dues like utility bill payments (electricity, network, etc.) should be paid in time and receipt of the payment should be submitted along with the invoice to the Transport Commissioner, Odisha.
- (ee) Ensuring lane operation continuity by deploying standby manpower, backup systems, and taking timely corrective actions in case of equipment downtime.
- (ff) Following all applicable notifications issued under CMVR, MoRTH guidelines, and instructions issued by the Transport Commissioner, Odisha from time to time.
- (gg) Performing any other operational or maintenance activity essential for ensuring the smooth and uninterrupted functioning of the ATS.
- (hh) The prospective bidder shall visit the ATS before submission of final bid. And the bidder shall submit an undertaking "FORM (Q)" that he/she has examined/verified the current condition of the ATS including but not limited to the Shed, civil construction, equipment, IT hardwares, softwares, server, utilities etc. .
- (ii) **The bidder shall obtain a Manufacture Authorization Letter from the OEM of the equipment used in the ATS i.e M/s ATS Elgi/ VTEQ for providing seamless maintenance services in case of any repair/regular maintenance.**
- (jj) Some of the testing equipment are under valid AMC contract till 15/01/2027 and some of the testing equipment are under warranty for 2 years (valid upto 09/01/2027). The bidder has to provide Comprehensive Maintenance Contract for the remaining period

after expiry of the existing AMC / warranty till the validity of the contract period for operation.

- (kk)** Undertaking from the Equipment Manufacturer of testing lane equipment installed as new equipment regarding uninterrupted Warranty for minimum 2 Years and CMC services of its Equipment installed at the ATS for the period of 5 (five) years from the date of expiry of the warranty.
- (ll)** The bidder shall be responsible for Maintenance of the Automated Testing Station (ATS) on the terms and conditions contained in this RFB and in the consequent Contract.
- (mm)** The bidder shall be responsible Payment of all statutory dues towards electricity, water, internet, telephone and all other operational charges including consumables are as required for operation of ATS to conduct the functional tests.
- (nn)** The bidder shall be responsible Data hosting at State data centre and AFMS also the successful bidder shall support in necessary integration with AFMS.
- (oo)** The department has developed an online Dashboard Management System for monitoring the functioning of all ATS operating in the state. This ATS will also require to be integrated through API with the existing online Dashboard Management System. The server of ATS should share the relevant data on real-time basis through API to the HUB unit. The SPOKE unit will be installed by the department. The required API and API integration to the central server will be required to be developed by the bidder.
- (pp)** The successful bidder shall be responsible for Conduct periodic audit of ATS as per CMVR requirement at its own cost.
- (qq)** . The bidder shall be responsible for undertaking all statutory audit as required under CMVR by any NABL accredited audit agency as recommended by Transport Commissioner and also bear the cost of such audit
- (rr)** Purchase and maintain in force with reputable insurers the Project Facility Insurances and other required insurances.
- (ss)** The Successful Bidder shall comply with all the applicable requirements of G.S.R 652(E) Dated 23<sup>rd</sup> September 2021, G.S.R 797 (E) Dated 31<sup>st</sup> October 2022 issued by MoRTH, GOI as well as any future amendments in CMVR, 1989.
- (tt)** The Successful Bidder shall perform, execute and implement the works as per Scope of Work given in this RFB.
- (uu)** Any other requirements as desired by the Transport Commissioner, Odisha

## **5.2 EQUIPMENT TO BE SUPPLIED**

- (a)** The equipment supplied shall conform to CMVR norms and shall be upgraded in case of amendments made in the CMVR norms throughout contract period by the

Successful Bidder at its own cost.

- (b) If any software modification is required, it shall be updated, and the cost incurred on that shall be borne by the Successful Bidder.
- (c) Procurement & Installation of any additional equipment after the date of signing the agreement arising due to any amendment in CMVR 1989, shall be done by the bidder subject to condition that Transport Commissioner, Odisha shall issue necessary instruction for such procurement and the cost of such procurement including installation (if any) shall be borne by Transport commissioner, Odisha.
- (d) The Successful Bidder shall have to integrate the additional equipment at its own cost with no additional cost for integration & operations.
- (e) ICAT or any other NABL accredited agency appointed by the Transport Commissioner, Odisha shall certify that all materials supplied by the successful bidder are up to standard.
- (f) In case of any additional equipment are required to be procured and installed due to the change in the law then ICAT or any other NABL accredited agency appointed by the Transport Commissioner, Odisha shall also certify the quality and standard of the additional equipment by conducting pre-dispatch & post installation inspection.
- (g) All payments related to the procurement & installation of new equipment/additional equipment (if any) shall be processed only after receipt of the above inspection report from ICAT or any NABL accredited agency appointed by the Transport Commissioner, Odisha.

### 5.3 LIST OF EQUIPMENT

- (a) Technical specifications of the Equipment are given in “Section 7” of this RFB.
- (b) List and quantity of equipment are given in the following table:

SL NO	SCOPE OF SUPPLY	QUANTITY	TOTAL
1	OBD scan tool	1	1
2	Test fingers	1	1
3	Insulation tester	1	1
4	Handheld Rugged Tablet	2	2

- (c) All connections between the supplied equipment cables & control panel are the responsibility of the Successful Bidder. Each equipment shall be supplied with all cables, connectors, etc. required for the equipment operation.
- (d) Cables from main panel to equipment shed area, Internal wiring and cabling of equipment shed area shall be done by the Successful Bidder.

### 5.4 SOFTWARE

- (a) The Successful Bidder is responsible for operating the existing software. If any up-

gradation of the software system is required for integration with other external software the Successful Bidder shall accordingly do the needful.

- (b)** This centre may be linked to other centres and centralized server for networking. In this case, data generated through this centre needs to be shared on this network. Also, some data can be sent through central server to the centre for configuration. The centre software should have the facility to share its data and accept external data through networking.
- (c)** The Successful Bidder shall provide all necessary support in this networking activity by sharing necessary details related to data / data structure / web services / APIs etc. Also, Successful Bidder shall upgrade its software at its cost, if required, to support this activity.
- (d)** Each test lane should be designed to facilitate 3 to 4 individual test positions to achieve the maximum test throughput. The Successful Bidder may suggest the number of test positions 3 to 4 in each test lane based on the layout to achieve the maximum throughput. In general, throughputs of ten vehicles per hour for the light commercial vehicle lane and six vehicles per hour per lane for the heavy commercial vehicle lane shall be achievable with trained inspectors.
- (e)** The Transport Commissioner, Odisha is using VAHAN/ SARATHI software developed by NIC for registration of vehicles and issuance of driving licenses. The Successful Bidder is required to integrate the software to link with VAHAN database/ AFMS portal setup by central government for vehicle data. Feasible access will be given to the VAHAN database/ AFMS portal setup by central government or by Transport Commissioner, Odisha, Odisha. In case if the link is not available, lane software should operate in manual mode. That means it should be possible to run the lane operating software with manual data entry of vehicle details.
- (f)** Lane operating software shall have security locks for operator and vehicles. At each test station, test operation will commence after scanning the Operator ID Card, Vehicle Registration Certificate (RC) & Registration Number Plate. The test report should be generated automatically after completion of all tests.

## **5.5 CALIBRATION**

- (a)** Each equipment supplied by the Successful Bidder with all the required calibration tools and certificates.
- (b)** The calibration of all the existing equipment shall be responsibility of the bidder. Calibration tools of each equipment are available at site.
- (c)** All measuring devices shall be calibrated, and traceable calibration certificates shall be made available to the Transport Commissioner, Odisha, and shall be included in

the documentation delivered by the Successful Bidder. Calibration plan shall also be provided.

- (d) Arrangement of calibrated material for the pre-dispatch inspection and final acceptance is the responsibility of the Successful Bidder.
- (e) Calibration tools and plan need to comply with International Standards and Accreditation. Calibration facility and traceability to national and international laboratories shall also be provided.
- (f) Calibration equipment shall also be available with the Bidder in order to maintain the required performances of all the testing equipment included in this RFB.
- (g) After the expiry of the Calibration Certificate, validity of the master tools and the certificate shall be renewed by the Successful Bidder at its own cost from the NABL accredited agencies like ICAT or other agencies authorized for the same.
- (h) The Successful Bidder at his own cost will carry out calibration of installed equipment as per below defined calibration frequencies in order to maintain their required performance:

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

## **5.6 CLIMATIC CONDITIONS**

The Successful Bidder shall be responsible for the performances of the equipment as per the climatic conditions mentioned in “Section 5 – Site(s) Description”

## **5.7 HEALTH & ENVIRONMENTAL REQUIREMENTS**

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

## **5.8 DOCUMENTATION**

- (a) At the time of equipment delivery, the Successful Bidder is required to provide, for

each equipment, at least a manual in English containing: description of the equipment with detailed drawings, instructions on the operation of the system, detailed software control commands, safety systems, calibration plan and procedure, and possible causes, and full maintenance plan and procedure details.

- (b) Calibration certificates shall be included in the documentation.
- (c) Documentation shall be delivered in Two Hard Copies and in Two Soft Copies (preferably in Pen drive)

## **5.9 PROJECT IMPLEMENTATION TEAM**

The Successful 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 with Transport Commissioner, Odisha. The Project leader shall be a person with adequate experience in installation of equipment and operation of the ATS.

## **5.10 TRAINING PLAN AND TRAINING SUPPORT**

- (a) The Successful Bidder shall give detailed information on the Training Plan with respect to (i) Pre-acceptance Training, (ii) Installation and Commissioning Training and (iii) Operational and Maintenance training.
- (b) Such training will be given to officials and staff of Transport Commissioner, Odisha by the Successful Bidder.
- (c) The expenses incurred for the training shall be borne by the Successful Bidder.

## **5.11 SERVICE SUPPORT AND STOPPAGE OF SERVICE**

- (a) **Any machine/equipment in a test lane should not break down for more than 96 hrs, after which a penalty of Rs.5000/- (Five Thousand) per day per lane shall be imposed on the Successful Bidder. Such penalty amount in a month shall not exceed the operation cost for the said month. In case service is disrupted for more than 30 days due to fault of the successful bidder, the agreement shall be terminated.**
- (b) The Bidder is expected to operate with the efficiency of typically seven to eight vehicles per hour for Heavy Commercial Lanes and ten to twelve vehicles per hour for Light commercial Lanes capable of 24x7 operations. These are the expected no. of vehicles that can be taken for testing in the LD & HD lanes respectively.
- (c) The Successful Bidder is required to have a service support set up in India with sufficient trained manpower.
- (d) The Successful Bidder shall make an automated system of reporting, recording and rectification of the breakdown at its own cost. As and when required by the Transport

Commissioner, Odisha the necessary report shall be shared by the Successful Bidder.

### **5.12 WARRANTY & COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC)**

- (a) The warranty of 2 years and AMC of 5 years of all installed equipment shall be the responsibility of the Successful Bidder.
- (b) The Equipment Manufacturer of testing lane equipment shall submit an undertaking in Form (I) of this RFB that it shall provide Warranty and AMC services of its Equipment uninterruptedly for the period of 5 (five) years from the date of commissioning of the Equipment.
- (c) The Successful Bidder shall ensure **95%** uptime of all equipment failing which the agreement shall stand terminated.
- (d) Any preventive maintenance and / or repair for breakdown shall be carried out by the Successful Bidder at its own cost. No charge on this account (including cost of calibration, spare parts, wear parts, consumables to be changed during maintenance, travel and accommodation expenses, etc.) will be borne by Transport Commissioner, Odisha.
- (e) **The preventive maintenance will be carried out by the Successful Bidder, at a frequency specified by the Equipment Manufacturer. At every three months, the Successful Bidder shall be required to inspect the equipment and submit a report on overall health & maintenance status of the equipment to the Transport Commissioner, Odisha. In case of non-compliance of this clause by the Successful Bidder, 10% of the operation cost of that particular month shall be deducted as penalty from the monthly operational invoice(s) of the bidder till the compliance of this clause which shall not be more than 30 days. In case non-compliance continued for consecutive period of three months, the contract shall stand terminated.**
- (f) **Spares, Consumables & Wear Parts:** The Successful Bidder is required to have critical/ essential spare parts and consumables stored at the ATS.

### **5.13 OPERATIONS AND OPERATION COST**

- (a) The Successful Bidder on its own cost will appoint required operational manpower as per applicable Indian Labour Law. The safety of the operational staff will also be taken into consideration by the Successful Bidder. The number of manpower to be deployed at the ATS shall be decided by the Transport Commissioner, Odisha.
- (b) The cost of operation shall include the following services:
  - (i) Manpower for Operation of test lane equipment.

- (ii) Manpower and consumables for maintenance of the test lane equipment.
- (iii) Consumables including electricity, gases, fuel, spares and all other associated costs etc.
- (iv) Training of officials and staff of Transport Commissioner, Odisha after installation of equipment.
- (v) All other services which include housekeeping, security and maintenance of Civil Construction, utilities and manpower for administration, drivers and operators required for lane operation.
- (vi) If any repairs are required for the infrastructure set up by the Transport Commissioner, Odisha during the contract period then the same must be duly approved by the Transport Commissioner and the repair work will be executed by the successful bidder with no additional cost to the Transport Commissioner, Odisha.

**(c) Manpower management:**

- (i) The Successful Bidder shall deploy required manpower like Trained Technicians, Supervisors at the ATS for operation of the equipment as per required manpower prescribed in this RFB, testing of vehicles and generating a Test report on minimum wage act.
  - (ii) The minimum requirement and minimum qualifications for manpower are given in Section 6 of this RFB for ATS.
  - (iii) The Successful Bidder is expected to provide qualified manpower for carrying out vehicle testing as per CMVR 1989 as amended.
  - (iv) The Successful Bidder shall provide CV's of the personnel deployed at the ATS before their deployment.
  - (v) The Successful Bidder shall maintain the record of manpower working at the ATS.
  - (vi) The Successful Bidder is required to comply with the legal requirements of deployed manpower as per applicable laws.
  - (vii) The Successful Bidder is required to ensure safety norms as per regulations of Odisha Factories & Boilers Act, Hazardous Waste Disposal, CPCB norms at the respective ATS
- (d)** The Successful Bidder will be required to maintain the landscaping / horticulture.
- (e)** Test Runs – The Successful Bidder shall periodically carry out in-service checks on quarterly basis on all lanes to ensure smooth and correct running for lanes without hampering the routine operations.

#### **5.14 QA/QC DOCUMENT**

The Bidder is required to establish QA/QC document for following operations:

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

### 5.15 PROJECT IMPLEMENTATION SCHEDULE

This work plan and implementation schedule shall be included as given in the table below:

SL NO	ACTIVITY	TIMELINE
1)	Execution of Agreement between Transport Commissioner, Odisha and Successful Bidder	T
2)	Issuance of work order	T + 7 days
3)	Handing over the site to the Successful Bidder with power supply by Transport Commissioner, Odisha	T + 15 days
4)	Delivery of the equipment required for fitness inspection of EV/Hybrid vehicles listed in Section 5.3 of this RFB (OBD scan tool, Test fingers, Insulation tester & Handheld Tablets) for both HD & LD lanes	T + 30 days
5)	Installation and commissioning of the testing equipment, and integration of systems,	T + 40 days
6)	Deployment of operating manpower along with their CVs by the Successful Bidder	T + 30 days
7)	<b>The successful bidder shall start the operation with existing infrastructure immediately after deployment of manpower.</b>	
8)	Audit by ICAT/any other NABL accredited agency (if any)	T + 35 days
9)	Commencement of operation of the ATS	T + 40 days

**Note: Training of officials, operators and any authorized personnel authorized by the Transport Commissioner will be provided by the bidder as and when required.**

## 5.16 AUDIT AND ASSESSMENT

- (a) The performance and functioning of Automated Testing Station shall be monitored through periodic audits and Assessment, at every six months.
- (b) The Transport Commissioner, Odisha will conduct periodic audits and assessments by ICAT or any other NABL accredited agency and the cost per audit shall be borne by the Successful Bidder.
- (c) The expenses on audit and assessment shall be part of the Financial Bid.
- (d) The audit and assessment of ATS shall cover the following aspects, namely: -
  - (i) Test equipment completeness;
  - (ii) Equipment calibration at the required frequency at least once a year or as per manufacturer's recommendation, whichever is earlier;
  - (iii) Testing procedures as specified under this RFB;
  - (iv) Calibration process of machinery;
  - (v) Manpower as per specified qualification under this RFB;
  - (vi) Sample check of at least three vehicles from each lane;
  - (vii) Data integrity; and
  - (viii) Functioning of all the Closed-Circuit Televisions installed at the ATS.
- (e) The Transport Commissioner, under exceptional circumstances, may also conduct surprise audits and assessments of ATS once a year and the cost of such audit and assessment shall be borne by the Successful Bidder.
- (f) The Bidder's officials of the ATS shall be responsible for enabling and cooperating with the inspection at any point of time during office hours.
- (g) The audit and assessment report, including surprise audit and assessment, in Form 67 of CMVR, 1989 along with the photographic evidence, shall be given to the Transport Commissioner.
- (h) Where any discrepancy pointed out during the audit and assessment, the same shall be rectified by the Successful Bidder within ten working days from the date of issuance of the audit and assessment report. Failure to rectify the discrepancy will attract penalty of **Rs 5000/- (Five Thousand only) per day**. Such penalty amount in a month shall not exceed the operation cost of the particular month. The rectification report shall be submitted to the audit and assessment agency for approval and Transport Commissioner for information. If discrepancy is not resolved by the successful bidder within 30 days in addition to levy of penalty, this agreement shall be cancelled.
- (i) The Audit and Assessment agency, if it so desires, may undertake re-audit and re-assessment for validation and approval. Cost towards the same shall be borne by the successful bidder.

## 6) SECTION – 4A: Existing Vehicle Testing Equipment

### 6.1 LCV Lane

#### 1) Roller Brake Tester:

##### a. Equipment Details

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
(i)	Make	VTEQ	VTEQ
(ii)	Model	BRAK3014	BRAK3014
(iii)	Serial No.	18029003	18029002
(iv)	Date of Installation	16/01/2020	16/01/2020

##### b. Equipment specifications

Sl. No.	CMVR specification Requirement	Existing equipment specification
(a)	Maximum measurable brake load is at least of 6kN	12kN
(b)	Difference in left and right braking efficiency	Available
(c)	Brake load resolution $\leq 100N$	10N
(d)	Suitable roller diameter, length and separation as per the Matrix given in clause (7) of this rule	Ok, as per requirement
(e)	Provision for either lifting or braking of roller for easy exit of vehicle	Provision for braking of roller is available
(f)	Approximate Testing speed: 5 km/h $\pm$ 1 km/h	5.4 km/h
(g)	<b>Roller surface:</b> <ul style="list-style-type: none"> <li>Minimum frictional coefficient 0.6 (Supporting documents from Internationally certified agencies or NABL accredited labs in India for confirmation of minimum frictional coefficient of roller surface need to be provided).</li> <li>Service life: Minimum 25000 hrs (Self-declaration from OEM specifying required useful life of rollers without any damage need to be provided).</li> </ul>	<ul style="list-style-type: none"> <li>VTEQ procedure provided. No certification from any international certified agency or NABL accredited lab is provided.</li> <li>Mentioned in Brochure</li> </ul>
(h)	Measurement accuracy: within $\pm 100N$	$\pm 100N$

**c. Calibration of roller brake tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 028C0114 (Brake arm), 037C0314(Standard weight)
- Master calibrator's calibration certificate: Valid Till: 06/05/2029
- Calibration Certificate: valid till: 14/01/2026

**2) Axle weight Measurement equipment:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	Make	VTEQ	VTEQ
ii.	Model	EUSA 3014	EUSA 3014
iii.	Serial No.	18036005	18036004
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	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. Axle weight measurement system can be separate or integrated within either Suspension Tester or Roller Brake Tester equipment	Integrated with suspension Tester
(b)	Measuring Range: 0 - 3000 kg	0-3000Kg
(c)	Resolution 5kg	5Kg
(d)	Accuracy $\pm 1\%$ of reading	$\pm 1\%$

**c. Calibration of axle weight measuring equipment:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 037C0314, 010C0414(Standard weight), 006C1114 (Calibration lever)
- Master calibrator's calibration certificate: Valid Upto: 06/05/2029
- Calibration Certificate: Valid upto: 14/01/2026

**3) Suspension Tester:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	Make	VTEQ	VTEQ

ii.	Model	EUSA 3014	EUSA 3014
iii.	Serial No.	18036005	18036004
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Amplitude of excitation: 6.5 mm +/- 5 mm	6 mm
(b)	Measurement accuracy - ± 1% of wheel load	± 1%

**c. Calibration of Suspension Tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 037C0314, 010C0414(Standard weight), 006C1114 (Calibration lever)
- Master calibrator's calibration certificate: Valid Upto: 06/05/2029
- Calibration Certificate: Valid upto: 14/01/2026

**4) Side slip Tester:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	Make	VTEQ	VTEQ
ii.	Model	SLIP 3010	SLIP 3010
iii.	Serial No.	18040013	018040012
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Suitable dimension of track plate length, weight and height	Ok as per requirement
(b)	Measuring range: ± 20 m/km	± 20 m/km
(c)	Measuring resolution: 1 m/km	1 m/km
(d)	Accuracy shall be ±1.0m/km	±0.1m/km

**c. Calibration of Side slip tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 7308423 (Dial Gauge)
- Master calibrator's calibration certificate: Valid Till: 20/11/2025
- Calibration Certificate: Valid till: 14/01/2026

**5) Joint Play Tester:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	Make	VTEQ	VTEQ

ii.	<b>Model</b>	Axle 3011	Axle 3011
iii.	<b>Serial No.</b>	18061006	18061005
iv.	<b>Date of Installation</b>	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Maximum Force per plate is at least of 6 kN	6 kN
(b)	Maximum movement on each side: 50 - 80 mm (Hydraulic)	60 -80 mm

**c. Calibration of Joint play tester:**

- Availability of Calibration tool: (Yes/No): No
- Serial Number of calibrator: Not Applicable
- Master calibrator's calibration certificate: Not Applicable
- Calibration Certificate: Not Applicable

**6) Electronic Steering Gear Play Detector:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	<b>Make</b>	ATS ELGI	ATS ELGI
ii.	<b>Model</b>	ETL 3000 LD	ETL 3000 LD
iii.	<b>Serial No.</b>	ELET-022 LD	ELET-022 LD
iv.	<b>Date of Installation</b>	10/01/2025	10/01/2025

**b. Equipment specifications**

Sr. No.	Specification
(a)	Capable of measuring angular movement up to $\pm 30^\circ$
(b)	Recording mechanism to measure wheel movement against steering movement
(c)	Measurement accuracy - $\pm 2\%$ of full-scale deflection

**c. Calibration of Electronic Steering Gear Play Detector:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: RML-2005
- Master calibrator's calibration certificate: RMTL/01/324101141-A1
- Calibration Certificate: Valid till : 03/10/2025

**7) Semi- Automatic Head light tester:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	<b>Make</b>	VTEQ	VTEQ
ii.	<b>Model</b>	PLA25 DR	PLA25 DR
iii.	<b>Serial No.</b>	KB160047.008	KB.160047.006
iv.	<b>Date of Installation</b>	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Light Intensity range measure (min): 0-100,000 cd	0-125000cd
(b)	Illumination Intensity range measure: 0-200 lux	0-200 lux
(c)	Headlight tester must have auto focusing ability and should be capable of measuring headlamp with their Centres 500 mm to 1200 mm above ground level	230-1400
(d)	Vertical and horizontal measuring range: $\pm 50$ cm/10 m ( $\pm 5$ %)	$\pm 100$ cm/10 m
(e)	Intensity maximum deviation: $\pm 5$ % of reading.	$\pm 5$ %
(f)	Headlamp tester to be placed on a perfectly level surface/ rails.	On rails
(g)	Maximum deviation of inclination measurement (vehicle orientation): $\pm 0.1$ %	$\pm 0.1$ %

**c. Calibration of Semi- Automatic Head light tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: EP140112.006
- Master calibrator's calibration certificate: Certificate Number: CD0LT6478 dated : 03/06/2024
- Calibration Certificate: Valid Till: 27/09/2025

**8) Opacimeter:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	Make	Crypton	Crypton
ii.	Model	DX 260	DX 260
iii.	Serial No.	013845	013839
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Equipment to meet specifications as per MoRTH / Central Motor Vehicles Rules, 1989 / TAP 115 / 116 or AIS 137 (part 8)	Type Approval certificate available

**c. Calibration of Opacimeter:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: DIE 1011
- Master calibrator's calibration certificate: 12053: dated 07/11/2024
- Calibration Certificate: Valid Till: 04/03/2025

**9) Exhaust gas analyser:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	Make	Crypton	Crypton
ii.	Model	D682	D682
iii.	Serial No.	4033FB19/001	4033MY19/003
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	The equipment should measure gas emissions of gasoline, CNG, LPG as per Central Motor Vehicles Rules, 1989 / TAP 115/116 or AIS 137 (part 8)	Type Approval certificate available
(b)	Threshold limits as per relevant provisions in rule 115	Ok as per requirement
(c)	Measuring resolution to be as follows: (i). CO: 0.01% (ii). CO <sub>2</sub> : 0.1% (iii). HC: 1 ppm (iv). O <sub>2</sub> : 0.02% for measured values <= 4% values & 0.1% for measured values >= 4% (v). Lambda: 0.001 RPM counter: 10 rpm	Ok as per requirement
(d)	The maximum deviation allowed in the rpm counter shall be ± 20 rpm or ±2% of the reading, whichever is greater.	Ok as per requirement
(e)	Probe to be mechanically clamped to the tail pipe for suitable analysis of exhaust gas.	Ok, as per requirement

**c. Calibration of Exhaust gas analyzer:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrators: A7405
- Master calibrator's calibration certificate: RIGP/CAL GAS-CY-SMS/23-24/333  
Valid Till: 13/11/2024
- Calibration Certificate: Calibration done dated 05/11/2023 Valid Till: 04/03/2025

**10) Speedometer Tester/ Speed Governor Tester:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	Make	VTEQ	VTEQ
ii.	Model	Road 3010	Road 3010
iii.	Serial No.	18080001	18080002
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in clause (7) of this rule	Ok as per requirement
(b)	Provision for lifting and braking of roller for easy exit of vehicle	Both Provision are available
(c)	Measuring range: 20 – 160 km/h	20-160 Km/h
(d)	Resolution: 1 km/h	1Km/h
(e)	Accuracy ± 1 % of indicated reading	± 1 % of FS

**c. Calibration of Speedometer Tester/ Speed Governor Tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 140807025
- Master calibrator's calibration certificate: Valid Till:20/11/2025
- Calibration Certificate: Valid Till:14/01/2026

**11) Sound level meter:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	Make	Cesva	Cesva
ii.	Model	SC- 102	SC- 102
iii.	Serial No.	T245801	T245806
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Recommended as per IEC 60651/ IEC 61672-1	Ok as per requirement
(b)	Measuring level: $\geq 30\text{dB}$ to $\leq 120\text{dB}$	Ok as per requirement
(c)	Frequency A & C	Available
(d)	Accuracy - $\pm 1.5 \text{ dB}$	$\pm 1 \text{ dB}$
(e)	Tripod stand mounted	Available
(f)	Build battery for power source of charging from outlet of 220V AC and USB	Available
(g)	Resolution: 0.1 dB	0.1 db

**c. Calibration of Sound level meter:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 901865
- Master calibrator's calibration certificate: Valid Till:20/11/2025
- Calibration Certificate: Valid Till:27/09/2025

**12) Free Roller Set (For Speedometer test on All Wheel Drive vehicles)**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 1	Lane 2
i.	Make	VTEQ	Not Available
ii.	Model	LIBE3000	N/A
iii.	Serial No.	7965	N/A

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(i)	The device shall be portable to accommodate large variations in wheelbase of the vehicle	Ok as per requirement
(ii)	It shall allow driven axels to turn without touching the floor. It shall be composed of a chassis with free turning wheels	Ok as per requirement

	mounted onto it	
(iii)	The device shall be designed to ensure safety of nearby people and vehicles so a proper restraint system shall be proposed	Ok as per requirement

**c. Calibration of Free Roller Set:**

- Availability of Calibration tool: (Yes/No): No
- Serial Number of calibrator: N/A
- Master calibrator's calibration certificate: N/A
- Calibration Certificate: N/A

**13) Toeing trolley or rail Trolley (For front wheel of 3-Wheeled vehicle)**

**a. Equipment Details- Lane 1 (Available)**

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(i)	Toeing trolley should be capable of safe movement of front wheel of 3-wheelers by sliding over the inspection pit.	Provided
(ii)	Locking mechanism should be provided for loading & unloading of front wheel of 3-wheelers on the trolley.	Locking Mechanism available

**6.2 HCV Lane**

**1) Roller Brake Tester:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4
i.	Make	VTEQ	VTEQ
ii.	Model	BRAK7011	BRAK7011
iii.	Serial No.	18027003	18027008
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Maximum measurable brake load is at least of 40 kN.	40 kN
(b)	Difference in left and right braking efficiency	Available
(c)	Brake load resolution $\leq$ 100N	10N
(d)	Suitable roller diameter, length and separation as per the Matrix given in clause (7) of this rule	Ok as per requirement
(e)	Provision for lifting and braking of roller for easy exit of vehicle	Provision for braking of roller is provided
(f)	Approximate Testing speed: minimum 2.5 km/h	3km/h
(g)	<b>Roller surface</b> <ul style="list-style-type: none"> <li>• Minimum frictional coefficient 0.6</li> </ul>	<ul style="list-style-type: none"> <li>• VTEQ procedure</li> </ul>

Sr. No.	CMVR specification Requirement	Existing equipment specification
	(Supporting documents from Internationally certified agencies or NABL accredited labs in India for confirmation of minimum frictional coefficient of roller surface need to be provided). <ul style="list-style-type: none"> <li>Service life: Minimum 25000 hrs (Self-declaration from OEM specifying required useful life of rollers without any damage need to be provided)</li> </ul>	provided. No certification from any international certified agency or NABL accredited lab is provided. <ul style="list-style-type: none"> <li>Mentioned in VTEQ brochure</li> </ul>
(h)	Measurement accuracy: within $\pm 2\%$ of the measured	$\pm 2\%$

**c. Calibration of roller brake tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 010C0414, 037C0314 (Standard weight), 05C0514 (calibration lever)
- Master calibrator's calibration certificate: Valid Till: 06/05/2029
- Calibration Certificate: Valid Till: 14/01/2026

**2) Axle weight Measurement equipment:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4
i.	Make	VTEQ	VTEQ
ii.	Model	BRAK7011	BRAK7011
iii.	Serial No.	18027003	18027008
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	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. Axle weight measurement system can be separate or integrated within Roller Brake Tester equipment.	Integrated with Brake Tester
(b)	Measuring Range: 0 - 15000 kg	0-18,000kg
(c)	Resolution 5kg	5Kg
(d)	Accuracy $\pm 1\%$ of reading	$\pm 1\%$

- Serial Number of calibrator: OD 05 Y 7289
- Master calibrator's calibration certificate: ACL/2412/390/024
- Calibration Certificate: Valid Till: 14/01/2026

**3) Side slip Tester:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4

i.	<b>Make</b>	VTEQ	VTEQ
ii.	<b>Model</b>	SLIP 7010	SLIP 7010
iii.	<b>Serial No.</b>	18043004	18043003
iv.	<b>Date of Installation</b>	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Suitable dimension of track plate length, weight and height	Ok as per requirement
(b)	Measuring range: $\pm 20$ m/km	$\pm 20$ m/km
(c)	Measuring resolution: 1 m/km	1 m/km
(d)	Accuracy shall be $\pm 1.0$ m/km	$\pm 1.0$ m/km

**c. Calibration of Side slip Tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 7308423 (Dial Gauge)
- Master calibrator's calibration certificate: Valid Till: 20/11/2025
- Calibration Certificate: Valid till: 14/01/2026

**4) Joint Play Tester:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4
i.	<b>Make</b>	VTEQ	VTEQ
ii.	<b>Model</b>	AXLE 7011	AXLE 7011
iii.	<b>Serial No.</b>	18062004	18062005
iv.	<b>Date of Installation</b>	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Maximum Force per plate is at least of 30 kN	30 kN
(b)	Maximum movement on each side: 100 mm (Hydraulic)	100mm

**5) Electronic Steering Gear Play Detector**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4
i.	<b>Make</b>	ATS ELGI	ATS ELGI
ii.	<b>Model</b>	ETL 3000 HD	ETL 3000 HD
iii.	<b>Serial No.</b>	ELET-023 HD	ELET-024 HD
iv.	<b>Date of Installation</b>	10/01/2025	10/01/2025

**b. Equipment specifications**

Sr. No.	Existing equipment specification
(a)	Capable of measuring angular movement up to $\pm 30^\circ$
(b)	Recording mechanism to measure wheel movement against steering movement
(c)	Measurement accuracy - $\pm 2\%$ of full-scale deflection

**c. Calibration of Side slip Tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: RML-2005
- Master calibrator's calibration certificate: RMTL/01/324101141-A1
- Calibration Certificate: Valid till: 03/10/2025

**6) Semi-Automatic Head light tester:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4
i.	Make	VTEQ	VTEQ
ii.	Model	PLA25 DR	PLA25 DR
iii.	Serial No.	KB160047.004	KB160047.002
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Light Intensity range measure (min): 0- 100,000 cd	0-125,000 cd
(b)	Illumination Intensity range measure: 0-200 lux	0-200 lux
(c)	Headlight tester must have auto focusing ability and should be capable of measuring headlamp with their Centres 500 mm to 1200 mm above ground level	230-1400
(d)	Vertical and horizontal measuring range: $\pm 50$ cm/10 m ( $\pm 5$ %)	$\pm 100$ cm/10 m
(e)	Intensity maximum deviation: $\pm 5$ % of reading.	$\pm 5$ %
(f)	Headlamp tester to be placed on a perfectly level surface/ rails.	On rails
(g)	Maximum deviation of inclination measurement (vehicle orientation): $\pm 0.1$ %	$\pm 0.1$ %

**c. Calibration of Semi Automatic Head light tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: EP140112.006
- Master calibrator's calibration certificate: Certificate Number CD0LT6478 dated 03/06/2024
- Calibration Certificate: Valid Till: 27/09/2025

**7) Opacimeter:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4
i.	Make	VTEQ	VTEQ
ii.	Model	DX 260	DX 260
iii.	Serial No.	013836	013847
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
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(b)	Equipment to meet specifications as per MoRTH / Central Motor Vehicles Rules, 1989 / TAP 115 / 116 or AIS 137 (part 8)	Type Approval Certificate available
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**c. Calibration of Opacimeter:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: DIE 1011
- Master calibrator's calibration certificate: 12053 dated 07/11/2022 to 07/11/2024
- Calibration Certificate: Calibration done dated: 05/11/2024 Valid Till: 04/03/2025

**8) Exhaust gas analyzer:**

**a. Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4
i.	Make	VTEQ	VTEQ
ii.	Model	D680	D680
iii.	Serial No.	4033MY19/006	4033MY19/002
iv.	Date of Installation	16/01/2020	16/01/2020

**b. Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	The equipment should measure gas emissions of gasoline, CNG, LPG as per Central Motor Vehicles Rules, 1989 / TAP 115/116 or AIS 137 (part 8)	Type Approval Certificate available
(b)	Threshold limits as per relevant provisions in rule 115	Ok as per requirement
(c)	Measuring resolution to be as follows: (i). CO: 0.01% (ii). CO <sub>2</sub> : 0.1% (iii). HC: 1 ppm (iv). O <sub>2</sub> : 0.02% for measured values ≤ 4% values & 0.1% for measured values ≥ 4% (v). Lambda: 0.001 RPM counter: 10 rpm	Ok as per requirement
(d)	The maximum deviation allowed in the rpm counter shall be ± 20 rpm or ±2% of the reading, whichever is greater.	Ok as per requirement
(e)	Probe to be mechanically clamped to the tail pipe for suitable analysis of exhaust gas. Ambient air quality should not be disturbed due to exhaust gas emissions. Suitable mechanism to be incorporated for extraction of exhaust gas from the shed	Ok, as per requirement

**c. Calibration of Exhaust gas analyzer:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: A7405
- Master calibrator's calibration certificate: RIGP/CAL GAS-CY-SMS/23-24/333, Valid Till: 13/11/2024
- Calibration Certificate done dated: 05/11/2024 Valid Till: 04/03/2025

**9) Speedometer Tester/ Speed Governor Tester:**

**(a) Equipment Details**

Sr. No.	Particulars	Details
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		Lane 3	Lane 4
i.	Make	VTEQ	VTEQ
ii.	Model	ROAD 700	ROAD 700
iii.	Serial No.	18083001	18083002
iv.	Date of Installation	16/01/2020	16/01/2020

**(b) Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in clause (7) of this rule	Ok as per requirement
(b)	Provision for lifting and braking of roller for easy exit of vehicle	Lifting and braking both provision are available
(c)	Measuring range: 25 — 100 km/h	Max 100 km/h
(d)	Resolution: 1 km/h	1 km/h
(e)	Accuracy $\pm 1\%$ of indicated reading	$\pm 1\%$ of FS

**(c) Calibration of Speedometer Tester/ Speed Governor Tester:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 140807025
- Master calibrator's calibration certificate: Valid Till:20/11/2025
- Calibration Certificate: Valid Till:14/01/2026

**10) Sound level meter:**

**(a) Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4
i.	Make	CESVA	CESVA
ii.	Model	SC-102	SC-102
iii.	Serial No.	T245803	T245802
iv.	Date of Installation	16/01/2020	16/01/2020

**(b) Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(a)	Recommended as per IEC 60651/ IEC 61672- 1	Ok as per requirement
(b)	Measuring level: $\geq 30$ dB to $\leq 120$ dB	Ok as per requirement
(c)	Frequency A & C	Available
(d)	Accuracy - $\pm 1.5$ dB	$\pm 1$ dB
(e)	Tripod stand mounted	Available
(f)	Build battery for power source of charging from outlet of 220V AC and USB	Available
(g)	Resolution: 0.1 dB The location of the Sound Level Meter to be clearly marked on the test station.	0.1 db

**(c) Calibration of Sound level meter:**

- Availability of Calibration tool: (Yes/No): Yes
- Serial Number of calibrator: 901865

- Master calibrator's calibration certificate: Valid Till:20/11/2025
- Calibration Certificate: Valid Till:27/09/2025

**11) Bogie Roller Set (For Roller Brake Test or Speedometer Test on multi-axle HCV with more than one live axle)**

**(a) Equipment Details**

Sr. No.	Particulars	Details	
		Lane 3	Lane 4
i.	Make	VTEQ	ATS ELGI
ii.	Model	LIBE 7000	HDL10
iii.	Serial No.	18084001	FXCREA0001
iv.	Date of Installation	16/01/2020	10/01/2025

**(b) Equipment specifications**

Sr. No.	CMVR specification Requirement	Existing equipment specification
(i)	Proper braking mechanism for locking of rollers during exit of vehicle shall be provided	Pneumatic Brakes available
(ii)	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	Available

**(c) Calibration**

- Availability of Calibration tool: (Yes/No): No
- Serial Number of calibrator: Not Applicable
- Master calibrator's calibration certificate: Not Applicable
- Calibration Certificate: Not Applicable

## 7) SECTION – 5: SITE DESCRIPTION

**Important Instruction:** Before quoting for this tender, Bidders are requested to visit the ATS to check the availability and actual conditions of the infrastructures as well as the conditions of all equipment, utilities installed at the ATS and accordingly quote the Financial Bid.

### GENERAL DESCRIPTION

**7.1. Operating Conditions at Testing Station**

- Temperature:28° c to +35° c
- Humidity (RH): up to 85 %

7.2. The existing Vehicle Inspection building is concrete building and Pre-Engineered Building (PEB) Structure. The buildings of Automated Testing Station will have space for vehicle testing lanes catering to Light Commercial Vehicles up to 3.5 tons GVW including Two Wheelers, Three Wheelers & Taxis and for Medium and Heavy Commercial Vehicles above 3.5 ton GVW.

7.3. Electricity: Power available at sites

**(a)** Three phase: AC 392 V +/- 10 % ..... 50Hz +/- 1

**(b)** Single phase: AC 227 V +/- 10 % and ...Hz +/- 1

7.4. Utilities and facilities available at site:

- LT/HT panel
- HT/LT Transformer

- iii. DG 01 /75 kva
- iv. DG 02 / 75 kva
- v. DG 03 / 160 kva
- vi. COMPRESSOR / 7.5 kw
- vii. UPS 01 / 20 kw
- viii. UPS 02 / 5.4 kw
- ix. WATER COOLER 2 Nos
- x. FUME EXTRACTOR 6 Nos.
- xi. TULU PUMP 3 NOS / 0.37 Kw
- xii. TRANSFORMER / 500 KVA
- xiii. LT PANEL / 630 A
- xiv. Arrangements for drinking water, waiting area and washrooms for the drivers/staff of the vehicles submitted for inspection.
- xv. Electric lights, ceiling fans, exhaust fan for shed area.
- xvi. Telephone lines (PABX) the Successful Bidder shall bear the uses charges.
- xvii. High wall mounted Seven (7) split Air Conditioners with evaporator of 2 Ton capacity.
- xviii. Fume extraction system at all existing test lane
- xix. Furniture for office and shed area.

7.5. The Successful Bidder shall be responsible for paying all charges in connection with consumption of electricity, calibration gases, water and the disposal of sewage and other waste throughout the contract period.

7.6. The maintenance of utilities (including transformer and HT panel) provided by Transport Commissioner, Odisha shall be done by the Successful Bidder at its own cost throughout the contract period.

## 8) SECTION – 6: MINIMUM NUMBER AND MINIMUM QUALIFICATIONS OF MANPOWER

The minimum requirement of manpower and their minimum qualifications for the smooth operation of the ATS shall be as per the following table, namely:-

Sl. No.	Designation	Minimum Qualification as per CMVR 1989
1.	Centre Head/Manager	Graduate in Automobile or Mechanical or Electrical or Electronic Engineering with at least ten years of professional experience which includes at least five years of experience in vehicle inspection, manufacturing or repair and shall have thorough knowledge of the Act and the rules made there under, especially the chapters relating to registration of motor vehicles and construction, equipment and maintenance of motor vehicles.
2.	Information technology in charge/ System Analyst	Master of Computer Application or Bachelor of Engineering or Bachelor of Technology in Computer Science or Information technology or Electronics and Communication Engineering with at least three years of experience in Hardware, software and Networking from any recognized organization or institutions.
3.	Data Entry Operator	Any Graduation Degree or Diploma in Computer Application with basic computer knowledge.
4.	Driver (Light Motor Vehicle/Heavy	Driving license with minimum five years of driving experience (Light Motor Vehicle or Heavy Motor Vehicle).

	Motor Vehicle)	
5.	Lane in charge / Supervisor	Industrial Training Institute Diploma in Motor Mechanics or Diploma in Mechanical or automobile or electrical stream with minimum three years of experience in automobile repair and Maintenance from any recognized organization or institutions.
6.	Lane Operator	Industrial Training Institute Diploma in Motor Mechanics or Electrical or Computer stream with minimum two years of experience in automobile repair and maintenance from any recognized organization or institutions.
7.	Maintenance Technician	Industrial Training Institute Diploma in Air Conditioning and Refrigeration or Industrial Training Institute Electrician or Diploma in Mechanical or Electrical, with minimum two years of experience in electrical Maintenance from any recognized organization or institutions.

**Note:**

1. The Successful Bidder of ATS shall ensure compliance of all the applicable laws for the time being in force, including Labour Laws and Minimum Wages Act.
2. The manpower for housekeeping, security, horticulture and other office attendants shall also be provided by the Successful Bidder.
3. The no. of the Manpower deployed at the ATS shall be decided by the Transport Commissioner Odisha as per CMVR 1989.

## 9) SECTION – 7: EQUIPMENT SPECIFICATIONS

- (a) The equipment used at ATS shall be capable of measuring maximum safe axle weight as notified under section 58 of the Act.
- (b) The equipment shall be able to test all categories of vehicle under fitness regime.
- (c) The software of the equipment shall allow modification in the inspection system as required by the Transport Commissioner, Odisha.
- (d) All equipment shall be able to operate in the following environmental conditions, namely:
  - i. temperature range 0°C to 55°C;
  - ii. humidity up to 95%.
  - iii. dust: Typical Indian testing condition.
- (e) The equipment used at ATS shall comply with the specifications as prescribed in sub-rule (5) of rule 190 of CMVR 1989, as amended from time to time. If any discrepancy between specifications mentioned in this RFB and those provisioned in the CMVR 1989 occurs, the latter will prevail.

Sl. No.	Equipment	Technical Specification of Vehicle Testing Equipment
1)	OBD Scan Tool	<p>(i) Compliant to: OBDII/EOBD/HD- OBD/WWH-OBD Scan-Tool in accordance with SAE J1979, SAE J1939and ISO 27145</p> <p>(ii) Must support all OBD modes</p> <p>(iii)Diagnostics Communication mediums supported:</p>

		KWP2000 (K-Line, CAN TP2.0 and ISO-CAN), UDS (ISO-CAN)
2)	Test Fingers (for Electric & Hybrid- Electric Power train vehicles only)	<ul style="list-style-type: none"> <li>• IPXXB &amp; IPXXD test fingers</li> </ul>
3)	Insulation Tester (for Electric & Hybrid- Electric Power train vehicles only)	<p>(i) Rated measuring voltage: upto 1000V DC/AC (45 to 65 Hz)</p> <p>(ii) Measuring range: 10kΩ to 100MΩ or better</p> <p>(iii) Accuracy: up to 10MΩ ±2% of reading &amp; above 10MΩ ±5% of reading</p>
4)	Handheld tablet (Two No.)	<ul style="list-style-type: none"> <li>• Latest Android OS</li> <li>• RAM 8 GB or better</li> <li>• Internal storage 256 GB or better</li> <li>• Form factor: rugged tablet</li> <li>• Integrated WiFi/ bluetooth and other communication modes</li> <li>• Minimum 6000 mAh battery</li> <li>• IP65 or higher protection</li> <li>• MIL-STD-810G compliance</li> <li>• support GPS, GLONASS</li> <li>• Display: 8" with 1920 x 1200 (WUXGA) resolution or better</li> <li>• CPU : 2.4GHz, 2GHz   Octa-Core or better</li> </ul>

### 9.1. FUNCTIONAL REQUIREMENTS

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

### 9.2. GENERAL PURPOSE OF THE INSPECTION LANE

The purpose of the testing lane is to perform all the tests needed in a standard vehicle inspection station including covering all CMVR requirements.

### 9.3. SAFETY SYSTEMS

- (a) 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. All the essential safety devices such as Safety protection in respect of single-phase failure, phase sequence change, surge protection, under & over voltage protection etc., has to be provided by the Successful Bidder at each console unit. Safety devices can be installed after LT panel, so that, phase change or single phasing should only affect working of 3-phase equipment & not all the equipment. Other safety items must be provided by Bidder to safeguard their equipment against surge voltage including frequency corrector, Hi/Lo voltage corrector etc.

**(b) 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. The three phase motors must have protection device like single phasing, reverse protection system. The surge voltage and frequency protection device must also be installed.

## **10)SECTION – 7A: LIST OF TESTS**

(See Rule 189 of CMVR, 1989)

## **11)SECTION – 8: CHARACTERISTICS OF VEHICLES TO BE TESTED**

(See Table H of sub-rule (7) of Rule 190 of CMVR, 1989)

If any discrepancy between the characteristics mentioned above and those provisioned in the CMVR 1989 occurs, the latter will prevail

## **12)SECTION – 8A: Testing Process and Procedure**

(See Rule 181 of CMVR, 1989)

## **13)SECTION – 9: BID EVALUATION CRITERIA**

### **13.1 EVALUATION CRITERIA (TECHNICAL BID)**

- (a)** The evaluation of the bids shall be done by a Bid Evaluation Committee constituted for the purpose.
- (b)** The evaluation shall be strictly based on the information and supporting documents provided by the bidders in the bid.
- (c)** It is the responsibility of the Bidder to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, the required information is not provided by Bidder, the Bid Evaluation Committee shall proceed with evaluation based on information provided and

will not request the Bidder for further information. Hence, responsibility for providing information as required lies solely with the Bidder.

- (d) It is expressly made clear that mere submission of bid, eligible or not eligible, shall not confer any right whatsoever on any such Bidder.
- (e) Any bid submitted by the Bidder, which fails to satisfy the eligibility requirements, shall not be considered and summarily rejected.
- (f) Transport Commissioner, Odisha will have the right to accept or reject any or all of the bids, received in response to this RFB and its decision in this regard shall be final and binding.

### 13.2 METHODOLOGY FOR EVALUATION

- (a) Technical Bids shall be tabulated by the Bid Evaluation Committee in the form of a comparative statement to evaluate the qualification of the Bidders against the criteria for qualification set out in this RFB.
- (b) The members of Bid evaluation committee shall evaluate the technical bids received and shall give marking as per below mentioned marking scheme table.
- (c) Bidder is required to get minimum of **60 marks** for being technically qualified and eligible for further evaluation and opening of its financial bid.
- (d) The recommendations of the Bid evaluation committee shall be subject to the approval of the Competent Authority, those who qualify in the technical evaluation shall be informed and their financial bid shall be opened in the presence of all the qualified bidders. Date for the financial bid opening shall be communicated to the bidders by the authority through email.

### 13.3 Technical Proposal Evaluation Criteria

S. No.	Criteria	Marks	Maximum Marks	
1	The Sole Bidder / Any Bidder in case of the Consortium average annual turnover in previous three year	Minimum 5 crore	30	40
		For each additional Average Turn Over of 1 Cr. will be awarded with 1 Mark, subject to Maximum of 10 marks.	10	
2	The sole bidder/ any consortium member should have minimum 5 or more Lane years of experience in operation and maintenance of an I&C / ATS center in India	Minimum 5 lane Year of Experience	15	40
		More than 5 Year & less than 8 years of lane Experience	30	
		More than 8 Year Experience	40	
3	The sole Bidder or any member of the consortium executed upgradation of an I&C center to an ATS during last 3 year	No project	0	10
		1 or more project	10	
4	The sole Bidder or any member of the consortium having experience of successfully executed any Government owned ATS project during the last three (3) years in	No project	0	10
		1 project	05	
		More than 1 projects	10	

S. No.	Criteria	Marks	Maximum Marks
	India as on bid submission date.		
	<b>Maximum Total Marks</b>	<b>100</b>	<b>100</b>

**Note:** Documentary proof for serial number 3: the bidder shall submit proof of (notary certified copy of the original Work done completion certificates issued by the Government authority /Authorized Government Operator of the Testing centre and counter signed by the Bidder/ consortium/JV partner) of such a business worldwide. The Bidder is requested to fill “Form p) References” with a list of projects executed by them.

### 13.4 EVALUATION OF FINANCIAL BID

Financial Bid of the Bidders will be evaluated as below:

- (i) The Bidder shall submit Financial Bid as per requirements of this RFB.
- (ii) In Financial Bid, the Bidder shall quote “the Project Cost” as per Form (L) of this RFB. The Form (L) comprises Schedule I, II, III, IV and V. The summary of cost of Schedule I to IV is the Project Cost i.e. Schedule V of Form (L). All five Schedules are given in Form (L).
- (iii) The Bidders scoring points of 60 and above in the Technical Proposal Evaluation will qualify for Financial Proposal Evaluation. The Technical Proposal Evaluation score of technically qualified bidders would be standardized on a scale of 100, with highest point being standardized to 100 and the rest being awarded on pro-rata basis.
- (iv) The individual bidder Technical Evaluation marks will be standardized as per the formula below:  $T(\text{stan}) = (T(\text{bid}) / T(\text{max})) \times 100$   
Where, T(stan) = Standardized Technical score for the Bidder under consideration  
T(bid) = Technical Evaluation score secured by the Bidder under consideration  
T(max) = Maximum Evaluation score obtained by any Bidder
- (v) The Financial Proposals (as per the financial bid format) of technically qualified bidders shall be evaluated as below:  
 $C(\text{fs}) = (C(\text{min}) / C(\text{bid})) \times 100$   
Where, C(fs)= Financial Score for the Bidder under consideration C(bid)= Price quoted by the Bidder under consideration  
C(min)= Minimum price quoted by any of the Bidder
- (vi) The method of Final Evaluation of the Bids is described as follows:  
  
Bids will be ranked according to their combined Technical (T(stan)) and Financial (C(fs)) scores using the weightages. The weightage given to Technical Bid is 70% as  $W(\text{tech}) = 0.70$ ,; and the weightage given to Commercial Bid is 30% as  $W(\text{com}) = 0.30$ . The combined Technical and Financial Score for the Bidder under consideration shall be computed as per the formula given below:  
  
Final Score of each Bidder shall be evaluated as  $\text{Final Score} = (T(\text{stan}) \times W(\text{tech})) + (C(\text{fs}) \times W(\text{com}))$
- (vii) The Bidders would then be ranked in the descending order based on the Final Score obtained as per the procedure detailed in above and graded from H1, H2, H3..... to Hn.

- (viii) The Bidder, who Ranked the highest score “H1” as per clause vi above, shall be selected as the Successful Bidder.
- (ix) In case two or more Bidders have same Final Score, the Bidder having higher Technical Score would be considered for award of the contract.
- (x) Bid shall be treated as final only after approval of the Transport Commissioner

### **13.5 PRICE REASONABILITY OF THE BIDS**

- (i) In case of the Bid of the shortlisted Bidder is found seriously unbalanced by Transport Commissioner in relation to the internal estimate or Good Industry Practice, the Transport Commissioner shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Commercial bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices.
- (ii) “Internal Estimate” shall mean projected cost prepared by Transport Commissioner through its internal estimates.
- (iii) “Good Industry Practice” shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced Operator for such Operations anywhere in India.

In case of the Commercial bid of the shortlisted Bidder in the sealed commercial bid, which is unrealistically lower or unrealistically higher than internal estimate or Good Industry Practice which could not be substantiated satisfactorily by the bidder, such bid shall be rejected as non-responsive. The Transport Commissioner reserves the right to accept or reject the bid after the above detailed procedure.

### **13.6 CLARIFICATION OF TECHNICAL BIDS AND REQUEST FOR ADDITIONAL OR MISSING INFORMATION**

During evaluation of Technical Bids, Transport Commissioner, Odisha may, at its discretion, ask the Bidder for a clarification or to submit additional or missing information to their Bid document. The request for clarification or submission of information and the response shall be in writing through email/letter as the as case maybe. If the appropriate response from the bidder is not received within stipulated timeline as would be decided by Transport Commissioner, Odisha, treating respective bidder as irresponsible and proceed with evaluation process.

### **13.7 CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS**

If there is a discrepancy between words and figures, the value in words shall prevail.

## **14) SECTION – 10: TERMS OF PAYMENT**

**PAYMENT AGAINST, PURCHASE, SUPPLY, INSTALLATION, COMMISSIONING OF THE EQUIPMENT FOR INSPECTION OF EV/HYBRID VEHICLES AS WELL AS AGAINST OPERATION AND AMC/CMC OF ATS CUTTACK.**

14.1. No advance payments shall be paid to the Successful Bidder.

14.2. No payment will be processed without the due completion certificate issued by ICAT or any other authority engaged by the Transport Commissioner, Odisha.

**14.2.1.**

**14.3. PAYMENT AGAINST SUPPLY AND INSTALLATION OF NEW EQUIPMENT**

- 14.3.1. 60% shall be paid on receipt of the ATS testing equipment, duly certified by a Committee constituted by the Transport Commissioner, Odisha.
- 14.3.2. 10% shall be paid after successful installation and commissioning of the ATS testing equipment at the concerned ATS locations on basis of report submitted by the designated audit agency
- 14.3.3. 10% will be paid after 1<sup>st</sup> year of successful operation of ATS from the date of commissioning of Equipment.
- 14.3.4. 10% will be paid after 2<sup>nd</sup> year of successful operation of ATS from the date of commissioning Equipment.
- 14.3.5. 10% will be paid after 3<sup>rd</sup> year of successful operation of ATS from the date of commissioning Equipment.
- 14.3.6. For such payment, the Successful Bidder will submit the completion certificate issued by ICAT and invoice duly signed by the authorized signatory to the Transport Commissioner, Odisha.
- 14.3.7. The Transport Commissioner Odisha, after satisfying that the invoice is in accordance with the provisions of the Financial Bid of this RFB, will make payment with deductions, if any, for penalty and/or any other dues.

#### **14.4. PAYMENT FOR SEVEN YEARS OPERATION OF ATS**

- 14.4.1. Payments for operation of the ATS will be made on quarterly basis on the submission of quarterly invoice. The quarterly monitoring report certified by ICAT shall be annexed with the invoice.
- 14.4.2. The Successful Bidder shall be paid on quarterly basis on submission of invoice duly signed by the authorized signatory to the concerned Regional Transport Officer, Cuttack.
- 14.4.3. The Regional Transport Officer, Cuttack after satisfying that the invoice is in accordance with the provisions of the Financial Bid of this RFB and verifying the satisfactory performance of operation of Centre will make payment with deductions, if any, for penalty and/or any other dues.
- 14.4.4. Final quarterly payment shall be paid after the bidder has handed over all the equipment in good working conditions and settled all the dues

#### **14.5. CMC PAYMENT (After the end of the existing AMC)**

- 14.5.1. CMC for existing installed equipment shall be paid annually as per the quoted rate for all seven years (After the end of the existing AMC)
- 14.5.2. CMC charges will be paid annually at the rate of **5%** of the cost of the new equipment (OBD Scanner, Test Fingers & Insulation Tester) at the end of 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year from the date of commissioning. This payment will be made on successful completion of CMC work as per RFB requirement.

14.5.3. For such payment, the Successful Bidder will submit the quarterly monitoring report certified by ICAT and invoice duly signed by the authorized signatory to the Transport Commissioner, Odisha.

14.5.4. The Transport Commissioner, Odisha, after satisfying that the invoice is in accordance with the provisions of this RFB, will make payment with deductions, if any, for penalty and/or any other dues.

#### **14.6. CURRENCY OF PAYMENT**

All payments shall be made to the Successful Bidder in Indian Rupees.

#### **14.7. PAYMENT SCHEDULE**

The payment will be released, as far as possible within 30 working days, after the receipt of verified invoices from the Successful Bidder.

#### **14.8. TRANSPORT COMMISSIONER, ODISHA RIGHT TO SET OFF**

Notwithstanding any condition contrary to contract, Transport Commissioner, Odisha shall be entitled to deduct from any amount due to the Bidder under the Contract.

#### **14.9. TAXES AND DUTIES**

(a) Unless specifically stated elsewhere in the Contract, the Bidder is solely liable for payment of, and warrants that it will pay, or ensure the payment of:

- (i) all Taxes (all applicable taxes imposed by central and state government such as GST, custom duty, excise, VAT, octroi etc.);
- (ii) 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 Bidders 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;
- (iii) the cost of all import or export licenses if required in respect of the Bidder's Equipment and Spare Parts;
- (iv) the cost of any port dues including (but not by way of limitation) wharfage dues, storage charges, quay rent, craneage, shipping dues, pilotage fees, anchorage, berthage and mooring fees, quarantine dues, loading, portorage and overtime fees for any goods, materials and Bidder's Equipment and Spare Parts to be used in connection with the Execution of the Works;
  - all charges and other expenses in connection with the landing and shipment of all goods and equipment and any part thereof, materials and other things

of whatsoever nature brought into or dispatched from India for the purposes of the Contract; and

- the Bidder indemnifies and keeps indemnified Transport Commissioner, Odisha against all liability for payment of all of the above Taxes, assessments and contributions, duties, costs and fees and all liability arising in respect of any non-payment;
- Withholding Tax/Income Tax deducted at source.

**(b)** 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 Commissioner, Odisha shall not in any way be liable for payment of such taxes. Transport Commissioner, Odisha shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Bidder, and the amount so deducted shall be deemed to be a payment made to the Bidder. Transport Commissioner, Odisha shall provide a certificate certifying the deduction so made.

**(c)** The property tax, if any, shall be paid by the Transport Commissioner, Odisha.

**14.10. PENALTY FOR DELAYED SERVICES / LATE DELIVERY**

**(a)** If the Bidder fails to supply, install and commission the equipment and/or fails to commence the operation of the ATS as per Implementation Schedule mentioned in the RFB, the Successful Bidder is liable to pay 0.1 % of the Contract value per week or part thereof for delay, subject to a maximum of 10% (ten percent) of the Contract value at a time.

**(b)** The Transport Commissioner, Odisha reserves the right to terminate the contract in case the Successful Bidder fails to commence the operation of the ATS even after 270 days from the date of issuance of LoA and forfeit the PBG.

**(c)** Any machine/equipment in a test lane should not break-down for more than 96 hrs, after which a penalty of Rs.5000/- (Five Thousand) per day per lane shall be imposed on the Successful Bidder. Such penalty amount in a month shall not exceed the operation cost of the particular month.

**(d)** In case of Downtime of any IT equipment/ any utility/ any software for more than 100 hours in a calendar year bidder shall be levied INR 1,000 per hour for each component.

**(e)** Incident wise penalties to be levied on successful bidder during operation of ATS as under:

Sr. No.	Deficiencies	Fine (in INR / day / per month)			
		1st Offence	2nd Offence	3rd Offence	4th Offence onwards
1	Not providing adequate manpower as per RFB condition/ CMVR/ any prevailing norms requirements	500	1000	2000	5000

Sr. No.	Deficiencies	Fine (in INR / day / per month)			
		1st Offence	2nd Offence	3rd Offence	4 <sup>th</sup> Offence onwards
2	Not installing additional equipment or upgrading the equipment as per future amendments in CMVR requirements or any other prevailing norms/ regulation	500	1000	2000	3000
3	Not updating the Software as per the directives of Authority for complying with the prevailing norms	2000	4000	8000	12000
4	Attempt to Change / unauthorized changes in test procedure (not align to the requirements of CMVR/ IS / AIS/ any related testing standards) /breach of contract or Event of malpractice/any information security breach/ unauthorized data leakage/ any discrepancy on Testing fee collection/ any additional fee charging from public without prior consent or approval from the Transport Commissioner, Odisha	<ul style="list-style-type: none"> <li>• INR 1 lakh on 1st incident</li> <li>• INR 2 lakhs on 2nd incident</li> </ul> Upon 3rd such incident, show cause with 30 days' notice will be issued. 2nd notice will be issued with 15 days' notice. For any incident thereafter, the Authority can terminate the contract as per defined process through a committee constituted by the Transport Commissioner, Odisha			
5	Any discrepancy pointed out during the periodic audit and assessment, the same shall be rectified by the Successful Bidder within ten working days from the date of issuance of the audit and assessment report.	Rs. 5000/- (Five Thousand only) per day.			

(f) Such penalty amount will be deducted from Performance Bank Guarantee or from amount due to the Successful Bidder; or the Successful Bidder shall be required to pay such amount separately in the form and manner as directed by the Transport Commissioner, Odisha.

**Note: Maximum penalty imposed shouldn't be more than the value of PBG amount. Exceeding the threshold value (PBG Amount) the bidder will be terminated and further it may lead to blacklisting.**

## FORM-A: Letter for Submission of Technical Proposal

**[To be executed on the Letter Head of the Bidder, to be uploaded along with Technical Bid)**

To

The Transport Commissioner, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan,  
Cuttack, Odisha 753002

Sub: Request for Bid (RFB) for <Name of the RFB>

Dear Sir,

- 1) I/We, the undersigned, offer our bid in response to your RFB No. .... Dated.....
- 2) I/We are hereby uploading our Bid, which includes the Technical Bid and a Financial Bid.
- 3) My/Our Bid is valid for a period of 180 days from the last date of Submission of Bids, extendable further for the additional period of 60 days, on request of Transport Commissioner, Odisha, without any additional cost.
- 4) I/We hereby declare that all the information and statements made in this Bid, are true and complete in all respects and are as per the requirements of the RFB.
- 5) I/We further understand that any information, which is found false or is not as per the requirements and terms & conditions of the RFB, may cause disqualification of my/our Bid.
- 6) I/We hereby declare that I/We have submitted Earnest Money Deposit and Bid Processing Fee of requisite value in the form and manner as specified in the RFB.
- 7) If negotiations are held during the period of validity of the Bid, I/we undertake that my/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 180 days and is extendable further for the additional period of 60 days, on request of Transport Commissioner, Odisha, without any additional cost.
- 8) I/ We acknowledge the right of the Transport Commissioner, Odisha to reject my/our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 9) I/ We certify that in the last five years from the date of publication of this bid, I / we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part, nor been banned or debarred or blacklisted by Govt. of Odisha or any other Ministry/Department of the Govt. of India/State Govt. or any other country from participation in tenders/contract.
- 10) I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFB document,; and

- (b) I/ We do not have any conflict of interest in accordance with any Clauses of the RFB document; and
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFB document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Government or any other public sector enterprise or any Government, Central, Union Territory or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFB document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) The undertakings given by me/us along with the Bid for the Project are true and correct as on the Bid Due Date and I/ we shall continue to abide by them.
- 11) I/ We understand that the Transport Commissioner, Odisha may cancel the Bidding Process at any time and that the Transport Commissioner, Odisha neither bound to accept any Bid that the Transport Commissioner, Odisha may receive for the Project, without incurring any liability to the Bidders, in accordance with Clauses of the RFB document.
- 12) I/We believe that I/we satisfy the Net Worth criteria and meets all the requirements as specified in the RFB document and is /are qualified to submit a Bid.
- 13) I/ We certify that in regard to matters other than security and integrity of the country, I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 14) I/ We further certify that in regard to matters relating to security and integrity of the country, I/We have not been charge-sheeted by any agency or convicted by a Court of Law.
- 15) I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against our Associates or against our CEO or any of our directors/managers/ employees.
- 16) I/ We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Transport Commissioner, Odisha in connection with the qualification/ short listing of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 17) I/ We have studied all the Bid documents carefully and also surveyed the Project. I/We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us

by the Transport Commissioner, Odisha or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

- 18) I/ We agree and understand that the Bid is subject to the provisions of the Bid documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.
- 19) I/ We agree and undertake to abide by all the terms and conditions of the RFB document.

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

Yours sincerely,

Authorized Signature [In full]:

Authorized Signature [In initials]:

Name and Title of Signatory:

Name of the Company Address:

Seal of the Company

Date:

## FORM (A-1)- REPRESENTATIONS AND WARRANTIES BY THE BIDDER

(To be submitted duly notarized along with Technical Bid)

To

The Transport Commissioner, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan,  
Cuttack, Odisha 753002

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

Dear Sir,

The Bidder represents and warrants to Transport Commissioner, Odisha that:

- (a)** it is duly organized, validly existing and in Good standing under the laws of India or in the country of its incorporation;
- (b)** it has full power and authority to execute, deliver and perform its obligations under the Contract and to carry out the transactions contemplated hereby;
- (c)** 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;
- (d)** it has the financial standing and capacity to Execute the Works;
- (e)** the Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f)** 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;
- (g)** 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;
- (h)** no representation or warranty by the Bidder contained herein or in any other document furnished by it to Transport Commissioner, Odisha 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;
- (i)** 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.
- (j)** without prejudice to any express provision contained in the Contract, the Bidder acknowledges that prior to the execution of the Contract, it 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 Commissioner, Odisha 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.

Signature of Authorised Signatory

Name & Designation

Date & Seal

## FORM (B)- LETTER OF UNDERTAKING

[On the letterhead of the Bidder]

(Duly notarized to be submitted along with Technical Bid)

To

The Transport Commissioner, Odisha

6<sup>th</sup> Floor, Rajaswa Bhawan, Cuttack,

Odisha 753002

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

Dear Sir,

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

1. I/We shall maintain the confidentiality of Confidential Information and protect confidential information of third parties delivered to us in Good faith for this project by the Transport Commissioner, Odisha.
2. I/We shall not at any time whatsoever:
  - a. disclose, in whole or in part, any Confidential Information received directly or indirectly from the Transport Commissioner, Odisha to any third party.
  - b. reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
3. In case my/ our bid is not accepted, I/we shall:
  - a. return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
  - b. destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
4. I/We shall certify to Transport Commissioner, Odisha that I/we have returned or destroyed such Confidential Information to Transport Commissioner, Odisha within two (2) days of non-acceptance of my/our Bid.
5. I/We shall certify to Transport Commissioner, Odisha that the Equipment supplied for the project are capable of testing the vehicles as per CMVR 1989, as amended, requirements and all additional tests, as required by this RFB, for ensuring optimum safety and emission performance of in-use vehicles shall also be performed.

Signature of Authorized Signatory

Name Designation

Date

Seal

## FORM (C)- Sole / Lead Bidder's Firm Profile

(To be filled and submitted along with Technical Bid)

1) Bidder Identification		
(a)	Name	
(b)	Registered address (in full)	
(c)	Details of registration (in full)	
(d)	Principal place of business	
(e)	Telephone number and mobile number	
(f)	Fax number	
(g)	Website	
(h)	Authorized signatory for this Bid Name Designation Email Mobile number Landline number	
(i)	Name and Address of Bankers	
(j)	Business Organization	
(k)	Date of Registration	
(l)	Registering Authority	
(m)	Parent/Leader company involvement in the project (if any)	
(n)	Subsidiary of	
(o)	Major subsidiaries and locations of other offices	
(p)	Brief description of company's principal activities with emphasis on scope of work (Use separate sheets as required)	
(q)	Has your company ever been blacklisted or terminated for default by any Indian government entity. [If yes, provide detail in an attachment to this form	

### 2) Description & Capability of Firm

[Provide here a brief (a maximum of three pages) description of the organization and an explicit statement of capability of the organization.

### 3) Organization Structure of Firm

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

Please provide a statement about the total number of employees of the Bidder, their skillsets with specific information on the employees based in India.]

### 4) Financial Information

Year	2025-26	2024-25	2022-23
Average Annual Turnover (in INR)			
Net Worth (in INR)			

Copies of annual turnover and balance sheet (Profit and loss statement) of required years (i.e:- 2025-26, 2024-25 & 2022-23) certified/audited by the Chartered Accountant with UDIN shall be attached.

### 5) Work Experience

Year	Year 1	Year 2	Year 3

Nature of work executed			
References			

**6) Equipment manufacturer/ supplier details**

<b>Particular</b>	<b>Details</b>
Company Name	
Company type (OEM/ Authorized dealer etc.)	
Contact Details	
Past Experiences	

**Signature of Authorized Signatory**

**Name Designation**

**Seal**

## FORM (D): Format for Memorandum of Understanding for Consortium

### DRAFT MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BY MEMBERS OF THE CONSORTIUM

[On non-judicial stamp paper of appropriate value duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] at [Place] among (hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and

(hereinafter referred to as " ") and having office at [Address], as Party of the Second Part and (hereinafter referred to as " ") and having office at [Address], as Party of the Third Part. The parties are individually referred to as Party and collectively as Parties.

#### WHEREAS

Transport Commissioner, Odisha (hereinafter referred to as "Authority") has issued a Request for Bid dated [Date of Release of RFB] from the Applicants interested in RFB for Selection of successful bidder for upgradation of existing inspection and certification center at Cuttack to automated testing station, establishment of two-wheeler test lane and operation and maintenance of ATS:

#### AND WHEREAS

the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- (a)** The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - i. Submit a response jointly to Bid for the "RFB for Selection of Successful Bidder for Upgradation of Existing Inspection and Certification Centre at Cuttack to Automated Testing Station, Establishment of Two-Wheeler Test Lane and Operation and Maintenance of ATS" as a Consortium.
  - ii. Sign Contract in case of award.
  - iii. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- (b)** This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the for "RFB for Selection of successful bidder for upgradation of existing inspection and certification center at Cuttack to automated testing station, establishment of two-wheeler test lane and operation and maintenance of ATS" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- (c)** The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFB document, and Contract.
- (d)** (Name of Party) shall act as Lead Member of the Consortium.

As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

- (i) To ensure the technical, commercial and administrative co-ordination of the work package(s)
  - (ii) To lead the contract negotiations of the work package with the Authority.
  - (iii) The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
  - (iv) In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- (e) That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- (f) That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:  
 Party A:  
 Party B:  
 Party C:
- (g) That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- (h) That this MoU shall be governed in accordance with the laws of India and courts in Cuttack shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
- (i) In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the First Part)	(Party of the Second Part)	(Party of the Third Part)
Witness: i. ii.		

**FORM (E): Power of Attorney (PoA)**

(Duly notarized to be submitted along with Technical Bid)

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

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

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

... (if applicable)

Signature of attorney is attested below:

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

(Signature)

Name:

Designation:

Address:

Witnesses:

- 1.
- 2.

**Form (E-1) Power of Attorney (PoA) in favour of Lead Member of Consortium**

(Duly notarized to be submitted along with Technical Bid)

Know all men by these present, we

- 2 name of the Firm and address of the registered office
- 3 name of the Firm and address of the registered office
- 4 name of the Firm and address of the registered office

Do hereby irrevocably constitute, nominate, appoint and authorize <.....> (Name of the Firm).....> <.... address.....> as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for <RFB name> proposed by the Transport Commissioner, Odisha including but not limited to signing and submission of Bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Transport Commissioner, Odisha, representing us in all matters before the Transport Commissioner, Odisha, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Transport Commissioner, Odisha in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Transport Commissioner, Odisha.

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

The Signature of authorised signatory of Lead Member is attested below:

...

(if applicable)

Signature of attorney is attested below:

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

(Signature)	(Signature)	(Signature)
Name of the person:	Name of the person:	Name of the person:
Designation	Designation	Designation
Name of the Firm	Name of the Firm	Name of the Firm
Address	Address	Address
Seal	Seal	Seal

**FORM (F): Proof of payment of Earnest Money Deposit**

(To be filled and submitted along with Technical Bid)

To

The Transport Commissioner, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan,  
Cuttack, Odisha 753002

Dear Sir,

I/We hereby declare that the EMD of Indian Rupees **10,00,000/-Only (Ten lakhs Only)** has been paid through Bank Draft in favour of Transport Commissioner, Odisha in the Bank vide Demand Draft Number..... Dated..... for the < RFB NAME>. RFB No.--- date---

Signature of Authorised Signatory

Name

Designation

Seal

**FORM (F-1): Proof of payment of Bid Processing Fee**

(To be filled and submitted along with Technical Bid)

To,

The Transport Commissioner, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan,  
Cuttack, Odisha 753002

Dear Sir,

I/We hereby declare that the Bid processing fee of Indian Rupees **11,800/- (Eleven Thousand Eight Hundred Only) including GST @ 18%** has been paid through Bank Draft in favour of Transport Commissioner, Odisha in the Bank vide Demand Draft Number..... Dated..... for <RFB NAME>. RFB No..... Date....

Signature of Authorised Signatory

Name

Designation

Seal

## FORM (G): Performa for Performance Bank Guarantee

(To be executed on non-Judicial stamped paper of an appropriate value after the issuance of LOA)

WHEREAS - The Transport Commissioner, Odisha, 6<sup>th</sup> Floor, Rajaswa Bhawan, Cuttack, Odisha 753002 has issued a Letter of Award ...<No..... dated .....> for ATS at Cuttack and agreed to enter into a Contract as per < RFB NAME> [insert reference number of the RFBs] dated [insert date of issue of RFBs]...and various other documents forming part thereof with [insert name and address of the Successful Bidder]... (hereinafter referred to as the "Successful Bidder" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works as specified and based on the terms & conditions set out in the aforementioned RFB.

AND WHEREAS as per the requirement of the RFB, the Successful Bidder shall have to submit to the Transport Commissioner, Odisha a Bank Guarantee from a Nationalized/Scheduled bank of India having a branch at Cuttack for an amount of Rs (Rs. in words ... only) [the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount"] against due and faithful performance of the Contract, including the performance bank guarantee obligation and other obligations of the Successful Bidder for the supplies made and the Works being performed and executed as per requirements and terms & conditions of the said RFB and the consequent Contract. **This bank guarantee shall be valid from the date hereof up to the period of 16 months thereafter from the date of expiry of the contract period.**

AND WHEREAS the Successful Bidder 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 Successful Bidder and in consideration of the promises made by the Successful Bidder, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Department without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Successful Bidder merely on a demand from the Department stating that the amount claimed is due to the Department under the Contract. Any such demand made on the Bank by the Department 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 Department in such Demand. The Department 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 Department by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding Rupees "Guaranteed Amount".
- (iii) The Department 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 Department as per the said RFB and the consequent Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Successful Bidder which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Department to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Successful Bidder and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Successful Bidder but shall in all respects and for all purposes be binding and operative until payment of all money due to the Department in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Odisha at Cuttack for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the said RFB and the consequent Contract.

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

I/We have the power to issue this bank guarantee in your favour under Memorandum and Articles of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of

power of attorney to be inserted].....granted to him by the Bank.

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

**Bank Guarantee Number: .....**

**Date of Issue: .....**

**Validity up to: .....**

**Claim Validity up to: .....**

**Signature of Authorized Signatory**

**Name Designation**

**Date:**

**Corporate Seal of the Bank**

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

## FORM (H) Detailed Technical Specifications

(To be filled and submitted along with Technical Bid)

[The Bidders are required to fill 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 Bidder shall maintain the structure of this document]

Sl. No	Equipment	Equipment details						
		Make	Model	Country of origin	Office Address in India	Specifications	Make	Model
1	OBD Scan Tool (One No.)							
2	Test Fingers (for Electric & Hybrid-Electric Power train vehicles only) (One No.)							
3	Insulation Tester (for Electric & Hybrid- Electric Power train vehicles only) (One No.)							
4	Handheld Tablet (2 Nos.)	<b>Make:</b> <b>Model:</b> <b>Country of Origin:</b> <b>Office Address in India:</b> <b>Detailed Specifications:</b>						

### CALIBRATION EQUIPMENT

[Please give details as per requirement of Section – 7 of this RFB]

### SOFTWARE CONSIDERATIONS

[Please give details as per requirement of Section – 7 of this RFB]

### SAFETY SYSTEMS

[Please give details as per requirement of Section – 7 of this RFB]

Signature of Authorised Signatory of the Bidder Name

Designation

Seal

**FORM (I) - Undertaking from Equipment Manufacturer for Warranty and AMC of Lane Testing Equipment**

(Duly notarized to be submitted along with Technical Bid)

To

The Transport Commissioner, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan,  
Cuttack, Odisha 753002

Dear Sir,

- 1) I/We hereby declare that my/our firm is an OEM/ Authorised supplier of testing lane equipment in India.
- 2) I/we are supplying the testing equipment to the bidder **M/s .....for the RFB No.....**
- 3) I/ We hereby submit this undertaking that my/our company shall provide the Annual Maintenance Contract (AMC) services for the existing equipment at ATS Cuttack uninterruptedly to the Transport Commissioner, Odisha for the period of 7 (five) years from the date of expiry of the existing AMC i.e. 15/01/2027 & for the upgraded equipments i.e. 09/01/2027.
- 4) I/ We hereby submit this undertaking that my/our company shall provide the Warranty and Annual Maintenance Contract (AMC) services for the new supplied and installed equipment at ATS Cuttack uninterruptedly to the Transport Commissioner, Odisha for the period of 7 (five) years from the date of commissioning of the Equipment.
- 5) If the aforementioned bidder fails to provide the Warranty and Annual Maintenance Contract (AMC) services for the supplied and installed testing lane equipment at ATS Cuttack as per the requirement of the RFB, my/our firm shall provide the said services directly to the Transport Commissioner, Odisha and the payment for that the payment for AMC services shall be paid by the Transport Commissioner, Odisha to my/ our firm directly.
- 6) In case of default of aforementioned commitment, my/our company shall be liable for payment of any loss/damage incurred to the Transport Commissioner, Odisha.
- 7) To verify the above Declaration kindly Contact us on below mentioned contact details.

Lead Testing Equipment OEM company name:

Address:

Website:

Contact person name (Director/ MD or equivalent post):

E-mail ID:

Ph. Number:

**Signature of Authorized Signatory of Equipment Manufacturer**

**Name & Designation**

**Seal**

## **FORM (J): Description of Approach, Methodology Work and Training Plan**

**(To be submitted along with Technical Bid)**

The Bidder is requested to provide the following information:

### **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 delivery dates, taking into account Transport Commissioner, Odisha requirements, by means of a detailed implementation schedule. The implementation schedule should at least include –

- The dates for pre-acceptance testing
- The dates for shipment
- The dates for starting installation
- The dates for acceptance testing
- The dates for training of staff
- The dates for commissioning
- Commencement of Operation

### **2) Proposed Implementation Layouts**

[The Bidder shall provide the Implementation layout, based on the layout of the facilities included in the current tender, in the document “Section 5 - Sites Description”. The Bidder shall incorporate his implementation proposal in the given layout and submit as part of this Form along with his bid.]

### **3) General Utilities Requirements (if any) (Power and Earthing, Air Conditioning, Ventilation, etc.)**

### **4) 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 Executing Agencies. The Project leader shall be a person with adequate experience in installation of equipment, operation of the Center. The resume of the Project Leader as well as the 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 Performa for Curriculum Vitae (Form K). The Bidder shall also provide information on the proposed roles of each of the team members, including when the Bidder proposes to deploy them during the assignment.]

### **5) Training Plan**

[The Bidder shall give a detailed explanation on the Training Plan with respect to (i) Pre- acceptance Training, (ii) Installation and Commissioning Training, and (iii) On-Job Training, included in the Offer, specifying what specific skills the representatives of the Bidder in India will develop, duration of each part of the training and program.]

### **6) Operation Details**

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

**Signature of Authorised Signatory of the Bidder**

**Name Designation**

**Seal**

## **FORM (K): Performa for Curriculum Vitae**

**(To be submitted by the Successful Bidder after signing of Contract)**

1. Name of Staff [Insert full name]:
2. Date of Birth:
3. Nationality:
4. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
5. Training [Indicate significant training obtained]:
6. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
7. Languages [For each language indicate proficiency: Good, fair, or poor in speaking, reading, and writing]:
8. Details of Tasks Assigned for this Assignment [List all tasks to be performed under this assignment] :
9. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned  
[Among the assignments in which the staff has been involved, indicate the assignments that best illustrate staff capability to handle the tasks listed under point 8.]
10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment : dates of employment, name of employing organization, positions held.]:

**Signature of Authorised Signatory Name**

**Designation**

**Seal**

**FORM (L): Financial Proposal Format or BOQ**

**(Not to be submitted with the technical bid)**

**(To be uploaded in e-Nivida portal in Excel format)**

<b>Request for Bid (RFB) for Selection of agency for Maintenance and Deployment of Manpower to operate the ATS at Arilo, Cuttack</b>									
<b>Tender No: Ref Number: ....., Date: ...../...../.....</b>									
<b>Name of the Bidder/Bidding Firm/ Company:.....</b>									
<b>FORM (L): Financial Proposal Format or BOQ (To be uploaded in e-Nivida portal in Excel format)</b>									
<b>A: Quantity of Equipment to be supplied and installed</b>									
<b>B: Ex-Factory price of Equipment</b>									
<b>C: Delivery Charges (includes Packaging, Forwarding, and Transportation etc up to sites.)</b>									
<b>D: GST &amp; all other applicable taxes &amp; duties (GST &amp; All other Taxes and Duties to be applied as on the date of quoting the prices. No changes shall be allowed subsequently.)</b>									
<b>E: Net rate is sum of B, C and D.</b>									
<b>F : Total price ( A x E) in INR</b>									
<b>SCHEDULE I: Cost of Supply, Installation &amp; Commissioning of required testing Equipment for ATS as per CMVR</b>									
<b>The Bidder Shall not change any content of the items as given below</b>			<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>		<b>E</b>	<b>F=(Ax E)</b>
<b>Sl. No</b>	<b>Reference of RFB</b>	<b>Description of item</b>	<b>Quantity</b>	<b>Ex-factory price (in INR)</b>	<b>Delivery Charges (in INR)</b>	<b>GST in INR</b>	<b>All other applicable Taxes including Duties, Cess, levies etc., in INR</b>	<b>Net Rate per Unit in INR (sum of Col.5,6,7 and 8)</b>	<b>Total Cost in INR (Col. 4 x Col 9)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Equipment for Inspection Lane</b>									
1	Sec 4A	OBd scan tool	1						
2	Sec 4A	Test fingers	1						
3	Sec 4A	Insulation Tester	1						
4	Sec 4A	Handheld Tablet	2						
<b>Any other components</b>									
4	<b>Any other components other than the Equipment covered above (Bidder to specify)</b>		Bidder to specify the quantity otherwise enter "0"						
<b>Sub Total (In Figures)</b>									
<b>TOTAL COST OF SCHEDULE-I AS PER COLUMN 'F' (in Figures) (inclusive of all taxes)</b>									

TOTAL COST OF SCHEDULE-I AS PER COLUMN 'F' (in Words) (inclusive of all taxes)				
SCHEDULE II: Operation & Maintenance Cost of ATS test equipment (CMC is valid till 15 /01/ 2027 & CMC of upgraded equipment is valid till 09/01/2027- the CMC shall be applicable after the CMC validity) (For the entire contract period)				
Sl. No	Ref. of RFB	Description of item	AMOUNT (in Figures in INR) (Including Taxes)	AMOUNT (in Words) (Including Taxes)
5	Sec 4	Total Cost of Comprehensive AMC of existing installed testing equipment for 1 <sup>st</sup> year of operation (after expiry of existing AMC)		
6	Sec 4	Total Cost of Comprehensive AMC of existing installed testing equipment for 2 <sup>nd</sup> year of operation (after expiry of existing AMC)		
7	Sec 4	Total Cost of Comprehensive AMC of existing installed testing equipment for 3 <sup>rd</sup> year of operation (after expiry of existing AMC)		
8	Sec 4	Total Cost of Comprehensive AMC of existing installed testing equipment for 4 <sup>th</sup> year of operation (after expiry of existing AMC)		
9	Sec 4	Total Cost of Comprehensive AMC of existing installed testing equipment for 5 <sup>th</sup> year of operation (after expiry of existing AMC)		
10	Sec 4	Total Cost of Comprehensive AMC of existing installed testing equipment for 6 <sup>th</sup> year of operation (after expiry of existing AMC)		
11	Sec 4	Total Cost of Comprehensive AMC of existing		

		installed testing equipment for 7 <sup>th</sup> year of operation (after expiry of existing AMC)				
12	Sec 4	Total Cost of Comprehensive AMC for third year after initial two years of warranty (5% of Total Equipment Cost) (For new equipment)				
13	Sec 4	Total Cost of Comprehensive AMC for fourth year after initial two years of warranty (5% of Total Equipment Cost) (For new equipment)				
14	Sec 4	Total Cost of Comprehensive AMC for fifth year after initial two years of warranty (5% of Total Equipment Cost) (For new equipment)				
15	Sec 4	Total Cost of Comprehensive AMC for sixth year after initial two years of warranty (5% of Total Equipment Cost) (For new equipment)				
16	Sec 4	Total Cost of Comprehensive AMC for seventh year after initial two years of warranty (5% of Total Equipment Cost) (For new equipment)				
<b>TOTAL COST OF SCHEDULE II (in Figures)</b>						
<b>TOTAL COST OF SCHEDULE II (in Words)</b>						
<b>SCHEDULE III: Operation &amp; Maintenance Cost of ATS utilities, IT hardware, software including costs for all consumables and payment of all utilities/ Security and housekeeping staff and allied works for operations) as per RFB scope of work</b>						
Sl. No	Ref. of RFB	Description of item	AMOUNT (in Figures in INR) (Including GST) Per Month	AMOUNT (in Figures in INR) (Including GST) Per Year	AMOUNT (in Figures in INR) (Including GST) For the entire Contract	AMOUNT (in Words) (including GST) For the entire Contract Period i.e. 7 Years

					<b>t Period i.e. 7 Years</b>	
17	Sec 4	Operation & Maintenance Cost of ATS utilities, IT hardware, software including costs for all consumables and payment of all utilities/ Security and housekeeping staff and allied works for operations) as per RFB scope of work				
<b>TOTAL COST OF SCHEDULE III (in Figures)</b>						
<b>TOTAL COST OF SCHEDULE III (in Words)</b>						
<b>SCHEDULE IV: Manpower cost for each category</b>						
<b>Sl. No</b>	<b>Ref. of RFB</b>	<b>Description of item</b>	<b>AMOUNT (in Figures in INR) (Including GST) Per Month</b>	<b>AMOUNT (in Figures in INR) (Including GST) Per Year</b>	<b>AMOUNT (in Figures in INR) (Including GST) For the entire Contract Period i.e. 7 Years</b>	<b>AMOUNT (in Words) (including GST) For the entire Contract Period i.e. 7 Years</b>
18	Sec 4	Centre head				
19	Sec 4	IT in charge				
10	Sec 4	Data entry operator				
21	Sec 4	Driver				
22	Sec 4	Lane supervisor				
23	Sec 4	Lane operator				
24	Sec 4	Maintenance Technician				
<b>TOTAL COST OF SCHEDULE- IV (In Figures)</b>						
<b>TOTAL COST OF SCHEDULE- IV (In Words)</b>						
<b>SCHEDULE V: TOTAL PROJECT COST</b>						
<b>Sl. No</b>	<b>Schedule</b>	<b>Description of item</b>	<b>TOTAL AMOUNT (in Figures in INR) Including GST/Taxes</b>		<b>TOTAL AMOUNT (in Words) Including GST/Taxes</b>	
14	SCHEDULE I	Cost for Supply, Installation & Commissioning of required testing Equipment for ATS as per CMVR				
15	SCHEDULE II	Operation & Maintenance Cost of ATS test equipment (CMC shall be applicable after the existing CMC				

		validity) (For the entire contract period)		
16	SCHEDULE III	Operation & Maintenance Cost of ATS utilities, IT hardware, software including costs for all consumables and payment of all utilities/ Security and housekeeping staff and allied works for operations) as per RFB scope of work - (For the entire contract period)		
	SCHEDULE IV	Total Manpower cost (For the entire contract period)		
17	<b>PROJECT COST (in Figures) (Sum of Schedule I, II, III and IV) Including GST</b>			
18	<b>PROJECT COST (in Words) (Sum of Schedule I, II, III and IV) Including GST</b>			

**Form (M): Format for Affidavit Certifying Non-Blacklisting**

**(Notarized Copy of the format to be submitted with technical bid)**

To,

The Transport Commissioner,  
Office of the Transport Commissioner, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan, Cuttack-753002  
Government of Odisha

Subject: <RFB name & Reference No.>.....

I, M/s. (bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoters/ directors are not barred or blacklisted by Office of the Transport Commissioner, Odisha or any State Government or Central Government or any Government agency / Department from participating in projects as on the proposal due date.

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate Office of the Transport Commissioner, Odisha of such blacklisting.

**Dated this ..... Day of .....**

**Name of the bidder:**

**Signature of the Authorised Signatory:**

**Name of the Authorised Signatory with Date and seal:**

## Form (N) Deviations Suggested

### (To be submitted along with Technical Bid)

[The Bidder must present and justify here any modification or improvement to the suggested Conditions of Contract proposed to in the interest of Transport Commissioner, Odisha. 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 prescribed on the RFB
	[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 this RFB]	

**Form (O) References**

**(Notarized copy to be submitted along with Technical Bid)**

**(a) Past Experience References**

[In response to requirement appearing in Point 2 in Table 2 of clause 2.10 of “Section 2 Instruction to bidder”, Bidder shall provide the details of all projects handled by it during last three years, where the Bidder has executed the work and qualifies the minimum requirement as prescribed in this RFB. Also the equipment manufacturer/ Supplier met specifications and accuracies similar to the requirements appearing in “Section 7”, as per the table below.]

<b>References of bidder/ consortium member</b>					
<b>S. No.</b>	<b>Description of Work executed</b>	<b>Year of completion of work</b>	<b>Country</b>	<b>Role- operation</b>	<b>Name and Contact Details of the Client</b>
1					
2.....					
<b>c. References of equipment manufacturer/ Supplier</b>					
<b>S. No.</b>	<b>Description of Equipment</b>	<b>Year of Installation</b>	<b>Country</b>	<b>Role-supplier</b>	<b>Name and Contact Details of the Client</b>
1					
2.....					

## Form (P) Service Support

**(To be attached with technical bid)**

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 Section 4: scope of work & supply of equipment.

### **1.1 Service Support Organization**

[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.

<b>Name</b>	<b>Location</b>	<b>Role</b>	<b>Years of Experience</b>

[The Equipment supplier shall also describe the Structure of the Service Support which will be put at the Centre 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 to State governments.

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.]

### **1.2 Warranty Conditions**

[The Bidder is requested to include in this chapter his acceptance of the exact same conditions required in "in Section 4: scope of work & supply of equipment" about Warranty. The full Conditions and Coverage of the Warranty can also be attached to this document, provided they do not contradict the above conditions. Exclusions from Warranty need to be specified explicitly. In case there is no exclusion from the warranty, the Bidder shall be required to specifically state so. Warranty is however included as a part of the Operation Cost. In case of breakdown of any machinery or non-operation of any equipment, the Bidder is required to replace the same at its own cost as soon as possible so as to reduce the down time.]

### **1.3 Comprehensive Annual Maintenance Contract**

[The Bidder is requested to include in this chapter his acceptance of the exact same conditions required in "Section 4: scope of work & supply of equipment" about Comprehensive AMC. The complete Annual Maintenance Contract can also be attached to this document, provided they do not contradict the above conditions. The price for Comprehensive AMC shall be provided in the Financial Bid. No information on the price shall be provided under this chapter]

#### **1.4 Spare Parts List**

[The Bidder is required to include in this chapter the full list of Spare Parts which will be required to ensure the needs for the five years of operation of the equipment's. Complete replacement of the Spare parts for operation of the Centre is the responsibility of the Bidder.]

## Form (Q) Declaration by the Bidder

(Notarized copy to be submitted along with Technical Bid)

To

The Transport Commissioner, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan,  
Cuttack, Odisha 753002

**Sub:** UNDERTAKING OF SITE VISIT AND VERIFICATION OF EXISTING ATS INFRASTRUCTURE

**Ref:** Tender No.: \_\_\_\_\_

Name of Work: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

Contact Details: \_\_\_\_\_

Sir,

I/We, the undersigned, hereby declare that the authorized representative of our firm/ company has visited the Automatic Testing Station (ATS) at Cuttack and has duly inspected, examined and verified the current condition of all existing infrastructure and facilities, including but not limited to:

- 1) ATS Shed and Civil Structures
- 2) Testing Equipment and Machinery
- 3) IT Hardware, Software, Networking & Server Systems
- 4) Utilities and Support Infrastructure
- 5) Any other related assets forming part of the ATS facility

I/We confirm that we have fully understood the site conditions, the status of existing systems, and the requirements for operation, maintenance, supply and installation under the scope of this tender.

I/We further agree that no claim whatsoever shall be made at any stage of the contract on account of lack of knowledge or non-familiarity with the site conditions.

I/We certify that the above declaration is true and correct to the best of our knowledge and belief.

Signature of the Authorized Signatory

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

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

Seal of the Bidder: \_\_\_\_\_

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

## FORM (R): MANUFACTURER AUTHORIZATION LETTER

(Notarized copy to be submitted along with Technical Bid)

To

The Transport Commissioner, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan,  
Cuttack, Odisha 753002

Subject: Manufacturer Authorization Letter for Existing Testing Equipment at Cuttack ATS

Sir,

We, M/s \_\_\_\_\_ (Name of OEM), having our registered office at \_\_\_\_\_, hereby confirm that:

M/s \_\_\_\_\_ (Name of Bidder) is an authorized service partner/agency permitted by us to service, maintain, repair, calibrate, and supply spare parts for the following equipment installed at the Automatic Testing Station (ATS), Cuttack:

SI. NO	EQUIPMENT NAME
1	
2	
3	
....	

We hereby authorize the above bidder to:

- Carry out routine and preventive maintenance
- Perform repairs, component replacement, calibration and software updates
- Supply genuine OEM spare parts and consumables
- Provide technical support and coordination as required

We confirm that we shall provide all necessary technical assistance, spares availability, documentation, and support to the authorized bidder to ensure seamless maintenance of our equipment at the ATS for the entire period of the contract.

This authorization is valid for the entire duration of the tender/contract period unless withdrawn in writing by the OEM with prior notice to the Transport Commissioner, Odisha.

For and on behalf of the OEM

Authorized Signatory: \_\_\_\_\_

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

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

Official Seal of OEM

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