



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

**Notice No: 10268/TC,**

**Dated-01/06/2026**

**Corrigendum-cum-Addendum-2**

**Tender Notice No: 7199/TC/LX-64/2026, Dated:18/05/2026**

In reference to the above RFP No., "Request for Bid (RFB) for Selection of agency for Maintenance and Deployment of Manpower to operate the ATS at Arilo, Cuttack.", a corrigendum containing clarifications / interpretations / revised & new clauses w.r.t. the queries received from the prospective bidders has been published. Please refer the website <https://enivida.odisha.gov.in> for details.

By the orders of the Transport Commissioner, Odisha

Sd/-

Addl Commissioner Transport (Tech.)  
STA, Odisha



## OFFICE OF THE TRANSPORT COMMISSIONER, ODISHA, CUTTACK

### Corrigendum-1

### Corrigendum Notice No.: -10268/TC, dated-01/06/2026

**Tender Notice No:** Tender Notice No: 7199/TC/LX-64/2026, Dated:18/05/2026

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

The following clarifications / interpretations / revised clauses are w.r.t. the queries received from the prospective bidder(s).

Sl. No	RFP Clause /Section No	Page No. of the RFB	Present Clause	Interpretation/ Revised Clause
1	3.21 a) CONDITIONS GOVERNING CONSORTIUM	Page no.39	(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.	In case of Consortium, the maximum number of members are restricted to two 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.
2	3.24 BID EVALUATION PROCESS (a) Opening of Bids	Page no.45	(v) In the first stage, Responsive Proposals (the proposal accompanied with EMD, Tender Fee, Technical Bid envelope, Financial Bid envelope) would be considered as responsive proposal) would be opened. Further Evaluation of Technical Proposals of Bidders will be opened and evaluated.	In the first stage, Responsive Proposals (the proposal accompanied with EMD, Tender Fee, Technical Bid envelope will be considered as responsive proposal) would be opened. Further Evaluation of Technical Proposals of Bidders will be opened and evaluated
3	5.1 BIDDER'S SCOPE OF	Page no. 58	(e) Operation of two test (1 HD & 1 LD) lanes, all test equipment, utilities, and supporting systems installed at the ATS strictly in accordance	The successful bidder shall be responsible for maintenance & calibration (wherever required) of all test equipment, utilities, and supporting systems of all four

Sl. No	RFP Clause /Section No	Page No. of the RFB	Present Clause	Interpretation/ Revised Clause
	WORK e)		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	test lanes installed at the ATS strictly in accordance with CMVR 1989 and Odisha Motor Vehicles Rules, 1993, as amended from time to time for the entire contract period.
4	5.1 BIDDER'S SCOPE OF WORK (ee)	Page no. 60	(ee) Ensuring Lane operation continuity by deploying standby manpower, backup systems, and taking timely corrective actions in case of equipment downtime.	Deleted
5	5.1 BIDDER'S SCOPE OF WORK	Page no. 61	(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."	(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. The authority shall extend necessary support.
6	5.16 AUDIT AND ASSESSMENT	Page no 69	(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.	(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 operator (RTO Cuttack)
7	8) SECTION – 6: MINIMUM NUMBER AND MINIMUM QUALIFICATIONS OF MANPOWER	Page No. 85	Note: 3. The no. of the Manpower deployed at the ATS shall be decided by the Transport Commissioner Odisha as per CMVR 1989.	Note: 3. Regional Transport Officer, Cuttack under administrative control of the Transport Commissioner, Odisha is the owner & operator of this centre. Transport Commissioner Odisha will decide the number of required manpower against the specified designation from time to time.
8	14.10. PENALTY FOR DELAYED SERVICES / LATE DELIVERY  Sr. No. 1 of the table under "Deficiencies" Column	Page No. 94	Not providing adequate manpower as per RFB condition/ CMVR/ any prevailing norms requirements	Not providing adequate manpower as per RFB condition/ any prevailing norms requirements

Sl. No	RFP Clause /Section No	Page No. of the RFB	Present Clause	Interpretation/ Revised Clause
9	Form H (Detailed Technical Specifications)	Page no.112	CALIBRATION EQUIPMENT [Please give details as per requirement of Section – 7 of this RFB]	CALIBRATION EQUIPMENT [Please give details (if any) as per requirement of Section – 7 of this RFB]
10	Form (I)	Page no. 113	Form (I) (Undertaking from Equipment Manufacturer for Warranty and AMC of Lane Testing Equipment)	Kindly refer to Annexure A of this Corrigendum for revised Form (I).
11	Section 2, Clause 3.19, TQ-18 – Manufacturer Authorization Letter	Page No. 37	The bidder shall submit a Manufacturer Authorization Letter as per FORM (R) of this RFB 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.	The bidder shall submit a Manufacturer Authorization Letter as per FORM (R) of this RFB from M/s ATS ELGI Ltd., authorizing the bidder to provide seamless maintenance support, supply of spares, and necessary repair services for the entire contract period.
12	Section 10, Clause 14.4 – Payment for Seven Years Operation of ATS	Page No.- 91	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	Payments for operation of the ATS will be made on quarterly basis on the submission of quarterly invoice. The performance report certified by the Regional Transport Officer (RTO) Cuttack i.e. Owner & Operator of the ATS shall be annexed with the invoice.
13	2.1 Bid data Sheet  11) Last date of submission of Bids	Page No. 17	  Up to 1700 hrs on 05/06/2026 Online form on the Tender Portal	  Up to 1700 hrs on 16/06/2026 Online form on the Tender Portal
14	2.1 Bid data Sheet  12) Last Date of Physical submission of Technical Bid Documents	Page No. 17	  06/06/2026 by IST 1400hrs at 6 <sup>th</sup> Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack, Odisha 753002	  17/06/2026 by IST 1400hrs at 6 <sup>th</sup> Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack, Odisha 753002

Sl. No	RFP Clause /Section No	Page No. of the RFB	Present Clause	Interpretation/ Revised Clause
15	2.1 Bid data Sheet  13) Opening of Technical Bids	Page No. 17	IST 1600 hrs on 06/06/2026 at the Office of Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack, Odisha 753002	17/06/2026 by IST 1600hrs at the Office of Transport Commissioner, 6th Floor, Rajaswa Bhawan, Cuttack, Odisha 753002



## OFFICE OF THE TRANSPORT COMMISSIONER, ODISHA, CUTTACK

### Response to the Queries

**Tender Notice No: Tender Notice No: 7199/TC/LX-64/2026, Dated:18/05/2026**

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

The following clarifications / interpretations / revised clauses are w.r.t. the queries received from the prospective bidders.

SI. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority
1	2) SECTION - 1 (INTRODUCTION)	Page No. 14	(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.	<p>Kindly provide details and the quantities of existing Utilities, IT Equipment, Software and Hardware which are not covered under any CMC Contract.</p> <p>Please also provide details about their working conditions and when they were serviced last. Does any of them requires replacement, as IT equipment life is not more than 5 years and these equipment may be requiring replacement.</p> <p>If they require replacement then how its cost will be paid to the bidder.</p>	<p>The ATS is being operated on "as-is-where-is" basis. Interested bidders are advised to inspect the existing infrastructure, utilities, IT systems, software, and equipment during site visit before submission of bid. Existing warranty/CMC support, wherever applicable, shall continue till validity period of such warranty/CMC. The Successful Bidder shall be responsible for providing required manpower, maintenance, upkeep, coordination with OEMs/agencies, repair/replacement and uninterrupted functioning of the ATS as per the provisions of the RFB. Any expenditure towards replacement/repair/upgradation required during contract period shall be borne by the Successful Bidder unless specifically covered under valid OEM warranty/CMC.</p>

SI. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority
2	2) SECTION - 1 (INTRODUCTION)	Page No. 14	(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	Kindly Confirm - If the equipment supplier has provided any AMC cost for these equipment?  If Yes, kindly provide their details as there may be already contract between the department and the equipment vendor for it.	The equipment supplier has not provided any AMC cost for any equipment.
3	2.1, Bid Data Sheet, Sr. No. 05) Scope of work and nature of this RFB	Page no.16	(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	As we understand that Bidder would be responsible for Specifications of the equipment to be supplied by it as per this tender as existing equipment specifications and installed software confirm to the GSR as we understand.  Kindly Confirm	The Clause is related to periodic audit of the ATS as per CMVR.
4	3.4 PREPARATION OF BIDS/PROPOSALS	Page no.22	(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.	Please Clarify - As per page no.19 of the tender document it is mentioned that technical bid file must not cross 40 MB on the other hand this clause states that document should be scanned with 100 dpi with color option. Color scanning will increase the size of the file	Bidders may contact the e-NIVIDA helpdesk Support regarding any queries relating to the process of online bid submission or queries relating to e-tender Portal in general as specified in Clause 3.3 (Clarifications on using e-Nivida Portal) of the RFB.
5	3.18 SUBMISSION OF THE BIDS	Page 30-31	(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.	Please Clarify, Authorised person who is signing the bid response has his/her power of attorney and board resolution in the technical bid with an authority letter.  Department is referring to which legal identity document for the authorised person.	Any valid Government-issued photo identity proof such as Aadhaar Card, PAN Card, Passport, Driving License or Voter ID of the authorized signatory may be submitted.
6	3.19 TECHNICAL AND FINANCIAL BID CONDITIONS	page no.31-32	• In case of Consortium, the maximum numbers of members are restricted to two only and the member with highest financial equity share in the Consortium shall be nominated as the Lead member,	"These two clauses are contradicting to each other.  Please clarify the maximum number of consortium members are Two or Three." "	RFB Clause prevails.

Sl. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority
	Part –1: Technical Qualification- TQ-1 (Legal Entity)		who shall have an equity share of not less than 51% in the Consortium during the entire project tenure.		
7	3.21 a) CONDITIONS GOVERNING CONSORTIUM	Page no.39	(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.		Kindly refer to the corrigendum.
8	3.24 BID EVALUATION PROCESS (a) Opening of Bids	Page no.45	(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.	Please Clarify - does department is refering to the hard copy of bid response. As we understand in technical bid opening financial bid should not be there.	Kindly refer to the corrigendum.
9	2) SECTION - 1 (INTRODUCTION) a)	Page no.14	The upgradation component is also covered under two years warranty from the OEM. The center consists of two HMV lane & two LMV lane.	"Please clarify, as per our understanding and knowledege Cuttack I&C centre is having two HMV lane & two LMV lane	The RFP Clause Prevails
10	5.1 BIDDER'S SCOPE OF WORK e)	Page no. 58	(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	But as per clause 5.1 e it states that operation of two test lane i.e 1 HD & 1 LD.  Please confirm the number of lanes at the centre which needs to operate."	Kindly refer to the corrigendum.

Sl. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority																				
11	Section 3 Performance Bank Guarantee	Page no 56	(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.	As per GFR, Government of India Performance Guarantee should be 5% and not more. But here it has been asked as 10% which is very high.  Kindly reconsider the % of PBG required of the award Value.	RFB Clause prevails																				
12	5.1 BIDDER'S SCOPE OF WORK g) b	Page No. 58	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	Kindly clarify the exact list of upgraded equipment presently under OEM warranty and separate CMC along with responsibility matrix during overlap period. By the time this tender is finalised the warranty of all upgraded equipment will be over	Kindly refer Clause 3.11 & Form (Q) of the RFB																				
13	5.1 BIDDER'S SCOPE OF WORK (l)	Page no.59	(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	Please Clarify - As per GSR 652 E - Visual inspection test of the vehicle shall be conducted by the operator and keep the photographs and upload on the server under the supervision of transport officials	RFB Clause prevails																				
14	5.1 BIDDER'S SCOPE OF WORK (ee)	Page no. 60	(ee) Ensuring lane operation continuity by deploying standby manpower, backup systems, and taking timely corrective actions in case of equipment downtime.	As per Financial Bid Format no of manpower has not been specified. So, in case standby manpower is required to be deployed by the Bidder.  As we understand its cost will be paid by the department.	Kindly refer to the corrigendum.																				
15	5.1 BIDDER'S SCOPE OF WORK	Page no. 61	(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.	<b>Please Clarify</b> - Hosting of data at State Data Centre by the bidder seems is not allowed as bidder is a private partner. As we understand all support would be provided by the Department for the same.	Kindly refer to the corrigendum.																				
16	5.3 LIST OF EQUIPMENT (b)	Page No. 63	<table border="1"> <thead> <tr> <th>SL NO</th> <th>SCOPE OF SUPPLY</th> <th>QUANTITY</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>OBD scan tool</td> <td>1</td> <td>1</td> </tr> <tr> <td>2</td> <td>Test fingers</td> <td>1</td> <td>1</td> </tr> <tr> <td>3</td> <td>Insulation tester</td> <td>1</td> <td>1</td> </tr> <tr> <td>4</td> <td>Handheld Rugged Tablet</td> <td>2</td> <td>2</td> </tr> </tbody> </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	<p><b>Please Clarify</b> - As per the RFP, the number of lanes is 2 LMV and 2 HMV.</p> <p>However, the quantities mentioned for the required equipment to be supplied in the RFP does not specify them as per lane, whereas they are required at every lane?</p>	RFB Clause prevails
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																						

Sl. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority
17	5.12 Warranty & AMC	Page no.66	<p>(a) The warranty of 2 years and AMC of 5 years of all installed equipment shall be the responsibility of the Successful Bidder</p> <p>(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.</p>	<p>"The two clauses appear contradictory.</p> <p>As per clause (a) the Warranty period is 2 years and the Comprehensive AMC period is 5 years.</p> <p>However, Clause (b) states that Warranty and AMC services for the equipment shall be provided for 5 years.</p>	Warranty and AMC obligations shall be governed by relevant provisions of the RFB, including Clause 5.12 and revised Form-I. For revised Form-I kindly refer to the Annexure - A of the corrigendum.
18	Form (I)	Page no. 113	<p>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 &amp; for the upgraded equipments i.e. 09/01/2027</p>	<p>In addition, Form (I) requires an undertaking for Warranty for a period of 7 years.</p> <p>Kindly clarify the correct Warranty and AMC duration applicable under this RFB."</p>	
19	5.16 AUDIT AND ASSESSMENT	Page no 69	<p>(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</p>	<p>Please Clarify - what is the cost involve in these surprise audit as this has financial implication which bidder has to work out for its commercial calculations.</p>	Kindly refer to the corrigendum.
20	5.16 AUDIT AND ASSESSMENT	Page no 69	<p>(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.</p>	<p>Please Clarify - the audit agency if undertake the re-audit and operator has to pay them again, is not justifiable. It is possible that they intensionally conduct the re-audit.</p> <p>What should be the frequency of these audit as these also attracts the commercial implication</p>	RFB Clause prevails

SI. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority
21	8) SECTION – 6: MINIMUM NUMBER AND MINIMUM QUALIFICATIONS OF MANPOWER	Page No. 85	Note: 3. The no. of the Manpower deployed at the ATS shall be decided by the Transport Commissioner Odisha as per CMVR 1989	"There is a contradiction, as the RFP states that manpower has to be supplied as per CMVR, while it also states that the no. of manpower to be deployed at the ATS shall be decided by the Transport Department, Odisha.	Kindly refer to the corrigendum.
22	14.10. PENALTY FOR DELAYED SERVICES / LATE DELIVERY	Page No. 94	Sr. No. 1 Not providing adequate manpower as per RFB condition/ CMVR/ any prevailing norms requirements.	Please Clarify - There is financials implication so it suggested that department should quantify the operational manpower . Also there is penalty if Bidder will not provide the adequate manpower as per CMVR 1989."	Kindly refer to the corrigendum.
23	14.10. PENALTY FOR DELAYED SERVICES / LATE DELIVERY	Page no.93	(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.	Please Clarify - equipment installed at the centre are very old in nature. In case of break down of machines and if there spares are not available in India then it will come from Spain which is time taking exercise. As these machines installed are quite old may be possible that spares are unavailable. This penalty imposition on operator is not fair.	RFB Clause prevails
24	Form H (Detailed Technical Specifications)	Page no.112	CALIBRATION EQUIPMENT [Please give details as per requirement of Section – 7 of this RFB]	Please Clarify - in Form H calibration tools for OBD Scan Tool, Test Fingers, Insulation Tester and Handheld Tablet has been asked. But as our information these equipment doesn't require calibration tools.	Kindly refer to the corrigendum.
25	FORM (L): Financial Proposal Format or BOQ	Page No. 118	FORM (L): Financial Proposal Format or BOQ	Form (L), i.e., the Financial Bid, is required to be submitted in soft copy Excel format.  Kindly Confirm: The bidder is required to prepare the Excel format at their end, or The Department will provide the prescribed Excel template for Form (L).  BOQ format is not available on the e-Nivida portal	Financial Bid/BOQ format is available on the e-Nivida portal and also in the RFB document. Bidders shall submit Financial Bid in prescribed format only.
26	FORM (L): Financial Proposal Format or BOQ	Page no 120	SCHEDULE IV: Manpower cost for each category	Please Clarify - Under sec 4 sl no. 18 to 24 list of manpower is mentioned but there is no quantity mentioned.	Bidder shall quote per manpower per month cost under each prescribed designation. The Transport Commissioner, Odisha will

SI. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority
					decide the number of required manpower against the specified designation from time to time.
27	Section 1 (Introduction), Clause 2(a) & 2(b)	Page No.14	<p>(a) The existing ATS was initially established as an I&amp;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 &amp; 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 &amp; two LMV lane.</p> <p>(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.</p>	<p>We are the current operator / CMC agency for the existing testing equipment (VTEQ make) at ATS Cuttack, Arilo, with our contract valid till 15.01.2027. The upgradation to ATS was carried out by M/s ATS ELGI Ltd. (a different OEM), and the existing ATS software has been replaced by ATS ELGI during this upgradation process. Since the upgradation was done by M/s ATS ELGI Ltd. (who is a different OEM from the original equipment OEM M/s VTEQ), and the new software installed by ATS ELGI has replaced the earlier software, the current operator does not have access to the upgraded software / source codes. In such a case:</p> <p>(a) How can the current operator be held responsible for maintaining, troubleshooting or updating software that was replaced by ATS ELGI?</p> <p>(b) Will the new bidder/operator be provided complete access to the ATS ELGI software, licenses, API documentation and source code for integration purposes?</p>	<p>The bidder shall obtain a Manufacture Authorization Letter from M/s ATS Elgi for providing seamless maintenance services in case of any repair/regular maintenance.</p>
28	Section 1 (Introduction), Clause 2(c)	Page No.14	<p>(c) The utilities, IT equipment, software &amp; hardware of the center are not covered under any CMC contract with anybody. However,</p>	<p>The IT infrastructure upgraded by ATS ELGI (including servers, cameras, NVR, desktops) is under ATS ELGI's warranty till 09/01/2027. The new bidder/operator is required to</p>	<p>During the OEM warranty period, defects/failures covered under warranty shall be attended by the concerned OEM. However, the</p>

SI. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority
			<p>only Server, Desktop, Printer, Speed Dome Camera, Number plate reader camera, Network Video Recorder, &amp; Network Camera (the IT equipment upgraded in Jan 2025) are covered under warranty from M/S ATS Elgi Ltd till 09/01/2027.</p>	<p>'maintain the IT equipment, software &amp; hardware during the contract period'. Since these assets are under ATS ELGI's warranty: (a) In case of a hardware/software failure during the ATS ELGI warranty period, who will be the point of contact – the new operator or ATS ELGI? Clarify operational responsibility and warranty claim mechanism for ATS ELGI-installed IT equipment during the warranty period.</p>	<p>Successful Bidder shall remain responsible for complaint logging, coordination, follow-up and ensuring uninterrupted ATS operations.</p>
29	Section 2, Clause 3.19, TQ-18 – Manufacturer Authorization Letter	Page No.37	<p>The bidder shall submit a Manufacturer Authorization Letter as per FORM (R) of this RFB 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.</p>	<p>The existing testing equipment at ATS Cuttack consists of: - Original lane equipment (VTEQ make, installed Jan 2020) - Upgraded components (ATS ELGI make, installed Jan 2025) Since there are TWO different OEMs involved, the requirement states 'and/or'. Please clarify: (a) Is the bidder required to submit authorization from BOTH M/s ATS ELGI Ltd. AND M/s VTEQ, or is authorization from either one sufficient? (b) Since VTEQ equipment is already under the existing operator's CMC, and ATS ELGI equipment is under warranty with ATS ELGI, should the bidder necessarily obtain authorization from both OEMs independently?</p>	<p>Kindly refer to the Corrigendum.</p>
30	Section 4 (Scope of Work), Clause 5.4 – Software	Page No.62	<p>(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.</p>	<p>Since the software was replaced by M/s ATS ELGI Ltd. during the January 2025 upgradation, the source code, software licenses, API keys, and integration architecture are proprietary to ATS ELGI. The current operator (who did not install this software) does not possess these details. Please clarify: (a) Will the Transport Commissioner / ATS ELGI provide the new operator with complete software documentation, license, API and access credentials? ,and who bears the cost</p>	<p>RFB Clause prevails</p>

SI. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority
				of any ATS ELGI-imposed software upgrades.	
31	Section 4, Clause 5.15 – Project Implementation Schedule	Page No.68	3) Handing over the site to the Successful Bidder with power supply by Transport Commissioner, Odisha at T+15 days.	Since the ATS is currently operational and the existing operator's contract runs till 15.01.2027, please clarify: (a) Will there be a simultaneous operation by both the current operator and the new operator between the date of LoA and 15.01.2027? (b) Will the new operator's 7-year contract period commence from the date of signing the agreement, or from the date of actual takeover of site operations?	RFB Clause prevails
32	Section 10, Clause 14.4 – Payment for Seven Years Operation of ATS	Page No.91	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.	The payment is conditioned on ICAT-certified quarterly monitoring reports. This creates a delay risk: (a) What is the maximum time allowed for ICAT to issue a monitoring report after submission?	Kindly refer to the Corrigendum.
33	Section 4, Clause 5.11 – Service Support and Stoppage of Service	Page No.65	(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.	Certain equipment (ATS ELGI-installed upgraded components) are under warranty from ATS ELGI. If these components fail and ATS ELGI's response time exceeds 96 hours: (a) Will the penalty for downtime exceeding 96 hours be levied on the new operator even for components under ATS ELGI warranty? (b) Should the 96-hour clock start only after the operator logs a complaint with the OEM/ATS ELGI?	RFB Clause prevails
34	Section 10, Clause 14.10(d) – Penalty for Delayed Services	Page No.93	(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.	IT equipment installed by ATS ELGI (servers, cameras, NVR, etc.) is under ATS ELGI warranty till 09/01/2027. If these components fail during the warranty period: (a) Will the INR 1,000 per hour per component penalty apply for IT downtime caused by ATS ELGI-warranted equipment? (b) What is the definition of 'component' for penalty computation – is each camera, each server, each software module treated as a separate component?	RFB Clause prevails

Sl. No	RFP Clause/Section No	Page No. of the RFP	Present Clause	Clarification Sought	Clarification by the Authority
				(c) Is there a cap on the total annual IT downtime penalty?	
35	Section 4, Clause 5.1(oo)	Page No. 59	(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.	<p>The existing ATS software was installed and configured by M/s ATS ELGI Ltd. The API integration requirements may require modifications to the ATS ELGI software. Please clarify:</p> <p>(a) Is ATS ELGI obligated to support/allow API integration by the new operator?</p> <p>(b) Will the Transport Commissioner provide the API documentation/specifications for the Hub-Spoke system so the bidder can assess the integration complexity?</p> <p>(c) If ATS ELGI charges for API development within their software, who bears this cost?</p>	RFB Clause prevails

**FORM (I)**

**UNDERTAKING FROM EQUIPMENT MANUFACTURER FOR WARRANTY, AMC AND TECHNICAL SUPPORT**

(To be submitted on OEM Letter Head)

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

**To**

The Transport Commissioner, Odisha  
6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack – 753002

**Subject:** Undertaking for Warranty, AMC and Technical Support for ATS Equipment

Ref: RFB No. \_\_\_\_\_ for Selection of Agency for Maintenance and Deployment of Manpower to Operate ATS at Arilo, Cuttack.

1. I/We hereby declare that my/our firm is an OEM / Authorised supplier of following test equipment for ATS in India.
2. I/We are supplying the following new testing equipment to the bidder M/s..... for the above-referenced RFB:

<b>Sl. No.</b>	<b>Equipment Description</b>
1	OBD Scan Tool (1 No.)
2	Test Fingers for Electric & Hybrid Vehicles (1 No.)
3	Insulation Tester for Electric & Hybrid Vehicles (1 No.)
4	Handheld Rugged Tablets (2 Nos.)

3. I/We hereby submit this undertaking that my/our company shall provide uninterrupted Warranty for 2 years and Comprehensive Annual Maintenance Contract (AMC) services for 5 years thereafter for the above-mentioned newly supplied and installed equipment at ATS Cuttack for a period as mentioned above from the date of successful commissioning of the equipment through the bidder M/S.....
4. I/We confirm that the Warranty and AMC services shall include all spare parts, consumables, labour, travel, calibration, and any other costs required to keep these equipment in fully operational and compliant condition as per CMVR 1989, at no additional cost to the Transport Commissioner or the bidder.
5. If the aforementioned bidder fails to provide the Warranty and AMC services for the supplied and installed testing equipment as per the requirements of the RFB, my/our firm shall provide the said services directly to the Transport Commissioner, Odisha. In such a scenario, the payment for AMC services shall be made by the Transport Commissioner, Odisha to my/our firm directly.
6. In case of default of the aforementioned commitment, my/our company shall be liable for payment of any loss/damage incurred by the Transport Commissioner, Odisha.
7. To verify the above declaration, kindly contact us using the details below:

<b>OEM Name</b>	
<b>Address</b>	
<b>Website</b>	
<b>Contact Person</b>	
<b>Email</b>	
<b>Phone</b>	

This undertaking shall remain valid for the period specified above and shall form part of the Contract.

For and on behalf of OEM

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

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

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

Company: \_\_\_\_\_

Seal of OEM