COMMISSIONERATE OF TRANSPORT AND ROAD SAFETY
GOVERNMENT OF TAMIL NADU

REQUEST FOR PROPOSAL (RFP)

FOR

ESTABLISHMENT AND OPERATION OF AUTOMATED TESTING STATIONS AT FIVE LOCATIONS IN THE STATE OF TAMIL NADU ON PPP MODE

RFP Ref: 15470/E1/ATS/2021
Dated: 08/01/2026

Commissionerate of Transport and Road Safety
Government of Tamil Nadu
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DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids for qualification and in making their financial offers pursuant to this RFP (the "**Bids"** or **"Proposals**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority

or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Addendum	As defined in Clause 2.8
Applicable Laws	As defined in the Concession Agreement
Associate	As defined in Clause 2.2.1
Authority	As defined in Clause 1.1.1
Automated Testing Station	As defined in Clause 2.2.2
Bid(s)	The Technical Bid and Financial Bid together shall be referred to as the Bid(s).
Bidder(s)	As defined in Clause 1.1.3
Bidding Documents	As defined in Clause 1.1.12
Bid Due Date	As defined in Clause 1.1.13
Bid Validity Period	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.5
Business Entity	As defined in Clause 2.2.1 (b)
Companies Act	Shall mean the Companies Act, 1956/ 2013
Concession Agreement	As defined in Clause 1.1.5
Concession	As defined in Clause 1.1.6
Concession Period	As defined in Clause 1.1.6
Conflict of Interest	As defined in Clause 2.2.1(c)
Corrigendum	As defined in Clause 2.8
Crore	Ten million (10,000,000)
e-Bank Guarantee	As defined in Clause 2.20.1
e-Procurement Portal	As defined in Clause 1.2.4
Financial Bid	As defined in Clause 1.2.1
Financial Bid Phase	As defined in Clause 1.2.2
Financial Capacity	As defined in Clause 2.2.2
First Round of Bidding	As defined in Clause 3.8.3
Gross Revenue Share	As defined in Clause 1.2.7
Lakh	Hundred thousand (1,00,000)
LOA	As defined in Clause 3.8.6
Member	Member of a Consortium
Minimum Eligibility Criteria	As defined in Clause 2.2.2
O&M Period	As defined in Clause 1.1.6
Project or Projects	As defined in Clause 1.1.2
Project Site/Site	As defined in Clause 1.1.2
Qualification Phase	As defined in Clause 1.2.2
Re. or R.S. or INR	Indian Rupee
RFP	Means the Request for Proposal issued by the Authority for selecting the Selected Bidder for the Project.
Second Round of Bidding	As defined in Clause 3.8.3
Selected Bidder	As defined in Clause 3.8.1

Subject Person	As defined in Clause 2.2.1(c)(i)
Technical Bid/ Technical Proposal	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2
Tie Bids	As defined in Clause 3.8.2
Third Round of Bidding	As defined in Clause 3.8.5

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DATA SHEET

1.	**Name of the Project**	Establishment and Operation of Automated Testing Stations at five locations in the State of Tamil Nadu on PPP mode
2.	**Tender issued by/ Agreement singing Authority**	Commissionerate of Transport and Road Safety, Government of Tamil Nadu
3.	**Procurement stages**	Single Stage two cover process
4.	**Bid Security**	INR 40,000/- shall be furnished through online payment on the e-Procurement Portal or in the form of e-Bank Guarantee
5.	**Bid Document availability on portal i.e. start date & time of issue of RFP document**	08/01/2026 at 18:00 Hrs. on the portal https://tntenders.gov.in
6.	**Site visit**	Visit to the Site(s) by the interested Bidders will be facilitated by the Authority. Bidders interested in visiting the Site are required to send an email request to: tc.tn@nic.in specifying the date and time for their visit.
7.	**Pre-Bid Conference**	The Pre-Bid Conference would be held at the Office of the Commissionerate of Transport and Road Safety, Government of Tamil Nadu on the following date at 3:00 pm IST. Online link for Pre-Bid Conference : meet.google.com/qvw-rskq-zxx **Pre-Bid Conference:** 19/01/2026
8.	**Last Date and Time for submission of queries**	Date: 19/01/2026 Time: 18:00 Hours Mode: e-mail to tc.tn@nic.in
9.	**Response to Pre-Bid Queries**	Date: 23/01/2026 Time: 18:00 Hours
10.	**Last date and time of Submission of Bids**	Last Date for submission of Technical Bid and Financial Bid (online): 09/02/2026 up to 15:00 hours IST
11.	**Date and Time for opening of Technical Bids**	09/02/2026 at 15:30 hours IST at the office of the Transport Commissioner, Commissionerate of Transport and Road Safety, Government of Tamil Nadu
12.	**Opening of Financial Bids**	To be notified on https://tntenders.gov.in
13.	**Website details**	Replies to queries/ clarifications/ addendum/

		corrigendum etc. shall be posted on the following websites: https://tntenders.gov.in

1. INTRODUCTION

1.1 Background

1.1.1 It is imperative that in-use vehicles plying on roads comply with prescribed safety and emission standards to ensure road safety and an environmentally sustainable ecosystem. With the rapid increase in vehicle count, the Automated Testing Stations ("ATS") program serves as an effective mechanism to monitor, improve, and maintain the continues fitness of the in-use HMV (Heavy Motor Vehicle) and LMV (Light Motor Vehicle) fleet. To address this need, the Commissionerate of Transport and Road Safety, Government of Tamil Nadu (the "**Authority**"), proposes to establish five (5) ATS facilities on pilot basis at Attur, Madurai, Tiruvallur, Tuticorin, and Villupuram in Tamil Nadu under the Public Private Partnership ("**PPP**") framework on Design, Build, Finance, Operate and Transfer (DBFOT) basis. These ATS facilities are expected to benefit all stakeholders, including the Transport Department, Government of Tamil Nadu, the Ministry of Road Transport and Highways, vehicle owners, and the general public at large.

1.1.2 In pursuance of this initiative, the Authority intends to establish and operate ATS facilities at five (5) identified sites, one each in Attur, Madurai, Tiruvallur, Tuticorin and Villupuram in the State of Tamil Nadu on DBFOT model and has decided to carry out the Bidding Process for the selection of Bidder(s) to whom each of the five (5) sites may be awarded. The details of such sites are provided in Annexure A (each site individually referred to as a **"Project Site/ Site"** and collectively as the **"Project Sites/ Sites".** The establishment of ATS on each Project Site will be considered as a separate and distinct "**Project**" and collectively be referred as "**Projects**". Bidders are permitted to apply for one or more Project Site(s); however, the evaluation of each Project will be carried out independently.

1.1.3 For this purpose, the Authority seeks bids through the present RFP from interested and eligible business entities (the "**Bidder**" or "**Bidders**") for selection of a private player to whom the Project may be awarded through an open competitive bidding process to be undertaken as per the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 and in accordance with the procedure set out herein. The Selected Bidder shall thereafter undertake the Project in accordance with the terms of this RFP including the Concession Agreement to be executed with the Authority.

1.1.4 The Authority intends to award the Project through an open competitive bidding process in accordance with the procedure set out herein and in compliance with the following laws:

a. Tamil Nadu Transparency in Tenders Act, 1998;
b. Tamil Nadu Transparency in Tenders Rules 2000;
c. Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules 2012;

1.1.5 The Selected Bidder shall be responsible for designing, engineering, financing,

procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (the "**Concession Agreement**") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto. For avoidance of doubt, it is clarified that for each Project Site, a separate Concession Agreement will be executed.

1.1.6 The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**"). The period of Concession is 15(fifteen) years ("**Concession Period**") commencing from the Appointed Date (*as defined in the Draft concession Agreement*) which is inclusive of the Construction Period of 1 (one) year for construction of the ATS facility and installation and commissioning of the Project at the Site and the subsequent period of 14 (fourteen) years for operations and maintenance (the "**O&M Period**") of the ATS facility.

1.1.7 The detailed scope of work for each Project is provided in **Annexure-B** of this RFP document.

1.1.8 The Concessionaire shall, in consideration of its investment and services provided in developing and operating the Automated Testing Station (ATS), in accordance with the Concession Agreement, be entitled to collect and appropriate revenues generated from the Project including but not limited to user charges, sub-licensing fees, advertisement income and other ancillary revenue streams aligned with the nature and scope of the Project at the rates to be fixed by the Concessionaire keeping in view the market trend. The Concessionaire shall not sub-license the whole or any part of the Site, except for the areas specifically designated for a cafeteria (up to 400 Sq. ft.) and a retail store (up to 100 Sq. ft.), where sub-licensing shall be permitted. At the end of the Concession Period either due to efflux of time or early termination due to any reason, the Project Site along with all the developments thereon shall be handed over to the Authority free of cost without any liabilities and in good working condition in accordance with the divestment requirements set forth in the Concession Agreement.

1.1.9 The Authority shall hand over encumbrance free Project Site to the Concessionaire on license basis. The Concessionaire shall prepare a detailed Development Plan for the Project in line with the applicable laws, development control regulations, mandatory requirements, other construction/ development related specifications and requirements specified in the Concession Agreement along with detailed design, drawings and plans (as per statutory requirements under applicable laws) of the ATS. This Development Plan shall be required to be submitted by the Concessionaire to the relevant competent authorities to obtain approval under the applicable laws.

1.1.10 The Concessionaire shall carry out the construction, installation and commissioning of the Project facility strictly in accordance with the approved design and plans. The Authority, either directly or through a Nodal Officer appointed under the Concession Agreement, monitor such works to ensure that these activities comply with the approved Development Plan, applicable laws and terms of the Concession Agreement.

1.1.11 The Concessionaire shall be solely responsible and liable for bringing in requisite funds from time to time towards financing the Project.

1.1.12 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the scope of the Project, obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of the Project. The Concession is to be awarded pursuant to this RFP or the terms thereof or herein contained. The RFP, any addendum, draft Concession Agreement, and any other document in relation to this Project provided by the Authority shall be collectively referred to as the "**Bidding Documents**". Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the Concession Agreement are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.13 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended, and clarified from time to time by the Authority. All Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of the Bid (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage bidding process comprising of 2 (two) covers for selection of the bidder for award of the Project (referred to as the "**Bidding Process**"). The first cover ("**Technical Bid**") shall contain qualification of interested Bidders who shall make the Bid in accordance with the provisions of this RFP and the second cover shall comprise of the financial bids submitted by the Bidders for the Project ("**Financial Bid**"). Both Technical Bid and Financial Bid shall be uploaded on the e-Procurement Portal.

1.2.2 The first step (the "**Qualification Phase**") of the bidding process involves technical qualification of Bidders on the basis of the Technical Bid submitted by the Bidders in accordance with the provisions of this RFP document. At the end of the Qualification Phase, the Financial Bid of only the technically qualified Bidders shall be opened and evaluated for identification of the Selected Bidder (the "**Financial Bid Phase**").

1.2.3 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days or any extension thereof from the Bid Due Date and this period shall be referred to as the "**Bid Validity Period**".

1.2.4 The Bidding Documents can be downloaded free of cost from https://tntenders.gov.in ("**e-Procurement Portal**") and even the proposal submission shall be on the e-Procurement Portal. Bids/Proposals which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Bidders are advised to download the Bidding Documents well in advance of the Bid Due Date and regularly check the e-Procurement Portal for any addendums that may be issued to the Bidding Documents. The Bidders are advised to upload their Bids/ Proposals sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal

during the Bidding Process. The Bidder is required to get their firm/ company registered on the e-Procurement Portal and obtain user ID & password. Bidders are requested to refer **Appendix-VIII** and also visit the e-Procurement Portal for the details related to online registration and submission of Proposals carefully to avoid any confusion, technical problem or delay at a later date.

1.2.5 A Bidder is required to deposit, along with its Bid, a bid security of INR 40,000/- (Rupees Forty Thousand Only)(the "**Bid Security**") refundable not later than 60 (sixty) days after the expiration of the Bid Validity Period or any extension thereof, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders shall have an option to provide Bid Security in the form of online transfer through e-Procurement Portal or via Electronic Bank Guarantee (e-Bank Guarantee)furnished through the e-Procurement Portal only and in such event, the validity period of the e-Bank Guarantee shall not be less than 180 (one hundred and eighty days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time . For the avoidance of doubt, it is hereby clarified that the Authority shall accept Bid Security only in the specified form, and submission of physical bank guarantee towards Bid Security shall not be permitted; accordingly, any Bid accompanied by a physical Bank Guarantee for Bid Security shall not be accepted. Further, the Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.6 Prior to the submission of the Bid, the Bidders are advised to examine the Project in greater detail, and to carry out, necessary inspection of the Site at their cost, and such studies as may be required and satisfy themselves before submitting their respective Bids for award of the Concession for the Project.

1.2.7 **Bid Parameter:**

Under this RFP, Financial Bids are invited for the Project on the basis of the highest percentage of share in the Gross Revenue ("**Gross Revenue Share**") offered to be paid to the Authority by the Concessionaire during the Concession Period, subject to a minimum Gross Revenue Share of 10% (ten percent) in the manner set out herein. The Gross Revenue Share shall be payable on a monthly basis during the Concession Period commencing from the commercial operation date of the Project, as defined in the draft Concession Agreement.

The Gross Revenue Share for a month shall be paid on or before the fifth (5th) day of the immediately succeeding month and shall be subject to verification and reconciliation on a quarterly, semi-annual and/ or annual basis, as required by the Authority in its discretion.

The highest Gross Revenue Share will be the sole criterion for bid evaluation, and the Project will be awarded to the Highest Bidder.

1.2.8 In this RFP, the term "**Highest Bidder**" shall mean the Bidder who offers the highest Gross Revenue Share, provided that such offer is equal to or greater than the minimum Gross Revenue Share as specified in Clause 1.2.7 above. The Concession Period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the Gross Revenue Share shall constitute the sole criteria for evaluation of Bids. Subject

to the provisions of Clause 2.5 (Right to accept and to reject any or all Bids), the Project will be awarded to the Highest Bidder.

1.2.9 The Concessionaire shall be solely responsible for and liable to pay all applicable Goods and Services Tax (GST), including input tax credit, output tax, and any other related taxes, duties, levies, or fees imposed by any governmental authority in connection with the performance of its obligations under the Concession Agreement. GST as applicable shall be solely borne by the Concessionaire and paid along with the amount towards Gross Revenue Share.

1.2.10 For the purpose of this RFP, the term "Gross Revenue" shall have the meaning assigned to it under the Concession Agreement.

1.2.11 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 of this RFP, be invited to match the Financial Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Financial Bids from all remaining Bidders or annul the Bidding Process, as the case may be.

1.2.12 A Bidder could be allocated maximum 3 Sites for development. In case if a bidder has quoted the highest Gross Revenue Share for more than 3 sites, then the combination of sites which will contribute to maximum Gross Revenue Share to the Authority, will be allotted to the Bidder at the discretion of the Authority.

1.2.13 Any queries or request for additional information concerning this RFP shall be submitted through e-mail tc.tn@nic.in to the Transport Commissioner, Commissionerate of Transport and Road Safety. The communications shall clearly bear the following identification/ title:

"**Queries/ Request for Additional Information: "***RFP for Establishment and Operation of Automated Testing Stations at five locations in the State of Tamil Nadu on PPP Mode*".

1.2.14 Any corrigenda/ addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents, which shall be binding on all Bidders. All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in this RFP for submission of Bids.

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule:

Event Description	Date
Date of Issue of RFP	08-01-2026 at 6:00 pm

Availability of RFP document for purchase	Bidding Documents shall be available on the E-Procurement Portal **tntenders.gov.in** from 08-01-2026 at 6:00 pm
Last Date for receiving pre-bid queries	19-01-2026 at 6:00 pm
Date of Pre-bid Conference	19-01-2026 at 3:00 pm
Authority response to queries	23-01-2026
Bid Due Date and Time for submission of Technical Bid & Financial Bid (Online)	09-02-2026 at 3:00 pm
Opening of Technical Bids	09-02-2026 at 3:30 pm at the office of Transport commissioner, GoTN
Opening of Financial Bid	To be notified
Validity of Bids	180 days from Bid Due Date
Issue of Letter of Award (LOA)	Within 30 days from the opening of Financial Bid
Acknowledgement of LOA	Within 7 (seven) days of the issuance of the LOA to the Selected Bidder
Performance Security	Prior to signing of the Concession Agreement
Signing of Concession Agreement	Within 30 days from the LOA

In case a particular date happens to be a Public Holiday of Government of Tamil Nadu (GoTN), the next working day will be the applicable date for the proposed event.

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:
Date: 19-01-2026
Time: 3:00 pm
Venue: Main conference hall, Commissionerate of Transport and Road Safety, Guindy, Chennai - 32

Please find below the VC link to join the pre-bid conference online:

meet.google.com/qvw-rskq-zxx

The Bidders are advised to visit the Project Site prior to attending the Pre-Bid Conference.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 The Authority wishes to receive Bids in order to select qualified Bidders for awarding the Projects. The Authority shall constitute the committee as per the Tamil Nadu Transparency in Tender (Public Private Procurement Partnership) Rules, 2012 for approving the evaluation and other relevant document during the tender process for the Project(s), as nominated by the Authority (the "**Tender Scrutiny and Evaluation Committee**") and selecting the Selected Bidder.

2.1.2 The relevant project specific information is provided as annexures, in order to provide such information to the Bidders to evaluate the Project and arrive at their Financial Bid.

2.1.3 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be, failing which such Bidder and its Bids shall be summarily rejected.

2.1.4 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement shall have the meaning assigned thereto in the Concession Agreement. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. This RFP is not transferable. Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.1.6 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.6 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.2 Eligibility of Bidders

2.2.1 For determining the basic eligibility of Bidders for their technical qualification hereunder, the following shall apply:

a. The Bidder may be a single Business Entity or a group of not more than two entities (the "**Consortium**"), coming together to execute the Project. However, no Bidder applying individually or as a member of a Consortium, as the case

may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single Business Entity and a Consortium submitting its bid for the Project.

b. For the purpose of this RFP, a "**Business Entity**" shall mean a limited company which is registered in India under the provisions of the Companies Act, 1956/2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008.

c. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder or its Member or their Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 25% (twenty-five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 25% (twenty Five per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or

v. such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the response of either or each other; or

vi. such Bidder, or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design, or technical specification of the Project.

vii. Such Bidder or any Associate thereof has appointed any official of the Authority, Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.

Explanation: *In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.*

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. It is clarified that a certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

d. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, which the Authority may have thereunder or otherwise including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including

consideration of such Bidder's proposal (the "**Damages**"). Further, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 1 (one) year prior to the date of issue of the RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of expiry of commercial operation of the Project.

Provided further, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders, forfeit and encash its Bid Security as per provision of Clause 2.20.6 (c) and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2 To be eligible for technical qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility (the **"Minimum Eligibility Criteria"**) in any one or more of the following categories:

A. Category I

Technical Capacity: The Bidder must have developed and operated at least one Automated Testing Station with one LMV and one HMV Testing Lane for a period of not less than one (1) year in the last five (5) years immediately preceding the Bid Due Date.

Financial Capacity: The Bidder must:

(i) have a minimum average annual Turnover of INR 5 crores during the last three (3) financial years immediately preceding the Bid Due Date.
(ii) have positive Net Worth as on the last day (31st March) of the last completed financial year preceding the Bid Due Date.

OR

B. Category 2

Technical Capacity: The Bidder must be an Original Equipment Manufacturer (OEM) for testing of vehicles as prescribed in an Automated Testing Station and shall be in the business for a period of not less than five (5) years immediately preceding the Bid Due Date with experience in manufacturing, supply, installation & maintenance of equipment for more than 5 nos. of similar ATS facility.

Financial Capacity: The Bidder must:

(i) have a minimum average annual Turnover of INR 10 crores during the last

three (3) financial years immediately preceding the Bid Due Date.

(ii) have positive Net Worth as on the last day (31st March) of the last completed financial year preceding the Bid Due Date.

OR

C. Category 3:

Technical Capacity: The Bidder with any experience satisfying the financial qualification criteria specified below, shall submit its bid only in Consortium/ Joint Venture with a firm/ entity having satisfied the technical qualification criteria specified either under Category 1 or Category 2.

Financial Capacity: The bidder must:

(i) have minimum average annual Turnover of INR 20 crores in the last 3 financial years immediately preceding the Bid Due Date.

(ii) have positive Net Worth as on the last day (31st March) of the last completed financial year preceding the Bid Due Date.

For the purpose of aforementioned categories:

"**Automated Testing Station**" means an automated testing facility, authorized by the State Government, where vehicle fitness testing may be conducted through automated vehicle testing equipment in accordance with the provisions of the Motor Vehicles Act, 1988 and its applicable rules.

Important Notes applicable for all categories:

1. **In case where a Bidder is a Consortium, the Technical Capacity and the average annual Turnover criteria specified above could be met by any Member Firm in the Consortium. However, such Member Firm shall hold a subscribed and paid-up equity share capital / capital contribution of not less than 26% (twenty-six per cent) in the SPV. Further, each Member of the Consortium, shall be required to have a positive Net Worth.**

2. **Where a project *(whose experience is being claimed by the Bidder under Technical Capacity)* has been done by a Bidder in a joint venture/ consortium, then the minimum share of the Bidder in such joint venture/ consortium/ SPV should not be less than 26% to be eligible for qualification under this Clause 2.2.2.**

3. **Only those Projects will be considered which are completed and currently under operation stage.**

4. **If a Bidder bids for more than one location/Project Site, the Financial Capacity criteria specified (for all such locations/ Project Sites) shall be cumulatively satisfied by the Bidder for its qualification.**

5. **In computing the Technical Capacity or Financial Capacity of the**

Bidder under Clause 2.2.2, the experience of the Associate of the Bidder shall not be considered.

The aforesaid average annual Turnover and Net Worth must be certified by the statutory auditor[1] of the Bidder. In case the annual accounts for the latest completed financial year are not audited, the Bidder shall provide an undertaking duly signed by its Statutory Auditor to this effect and shall submit the Net Worth and average annual Turnover credentials for the financial year(s) preceding the latest financial year for which Net Worth and Turnover are not audited and therefore not being provided.

2.2.3 The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

i. Certificate(s) from its statutory auditors or concerned client(s) and/ or other relevant documents in respect of the projects specified in paragraph 2.2.2 above. Such certificate(s) and/or documents shall specify the scope of work, project details, contract value, duration, and completion status of the project(s); and

ii. Certificate(s) from its statutory auditors specifying the average annual Turnover and Net Worth of the Bidder which should be as specified in Clause 2.2.2.

*For the purposes of this RFP, "**Turnover**" shall mean the aggregate value realized from the sale, supply, or distribution of goods and/or from services rendered by the Bidder during a financial year.*
*For the purposes of this RFP, "**Net Worth**" shall mean following:*

***In case of a company:** the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and*

***In case of any other entity/body corporate:** the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.*

2.2.4 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder (the "**Authorized signatory**"). In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.5 Where the Bidder is a single entity, it may, at its option, form an appropriate Special Purpose Vehicle ("**SPV**") incorporated under the Companies Act, 2013 or the Limited Liability Partnership Act, 2008, for executing the Concession Agreement and undertaking the responsibilities of the Selected Bidder; and, if such SPV is formed, the Selected Bidder shall submit copies of all incorporation documents including, inter alia,

[1] In case where Statutory Auditor is not mandatory for the Bidder, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RFP.

the certificate of incorporation, Memorandum and Articles of Association, share subscription and shareholders' agreements (if any), or the registered Limited Liability Partnership agreement/deed, as applicable. In case the Bidder is a Consortium, it shall mandatorily incorporate an SPV as a company under the Companies Act, 2013 or as a limited liability partnership under the Limited Liability Partnership Act, 2008, for execution of the Concession Agreement and implementation of the Project, and shall submit the aforesaid incorporation documents accordingly. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

(i) Number of members in a consortium shall not exceed 2 (two);

(ii) Subject to the provisions of Clause 2.2.5 (i) above, the Bid should contain the information required for each member of the Consortium;

(iii) Members of the Consortium shall nominate one member as the lead member (the **"Lead Member"**), who shall have at least 51% (fifty-one per cent) share in the SPV, whether by way of equity share capital or capital contribution, as applicable to the nature of the SPV.. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by the other member of the Consortium;

(iv) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;

(v) An individual Bidder cannot at the same time be member of a Consortium applying for the Bid. Further, a member of a particular Bidder/Consortium cannot be member of any other Bidder/Consortium applying for the Bid;

(vi) the members of the Consortium shall collectively hold 100% (hundred percent) of the subscribed and paid-up equity share capital / capital contribution of the SPV for a period of 3 (three) years from the COD of the Project;

(vii) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "**Joint Bidding Agreement**"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

(a) convey the intent to form an SPV with equity share capital or capital contribution commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium;

(b) clearly outline the proposed roles and responsibilities, if any, of each member;

(c) commit the minimum equity/capital stake to be held by each member;

(d) commit that each of the members, whose experience (technical capacity and/or financial capacity) will be evaluated for the purposes of this RFP, shall subscribe to and continue to hold at least 26% (twenty six per cent)

of the paid up and subscribed equity share capital or capital contribution of the SPV for a period of 3 (three) years from the COD of the Project; Provided the Lead Member shall hold at least 51% (fifty one per cent) of the paid up and subscribed equity share capital or capital contribution of the SPV during the said period;

(e) members of the Consortium undertake that they shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity share capital or capital contribution of the SPV for a period of 3 (three) years from the COD of the Project and thereafter hold at least 51% (fifty one percent) of paid-up and subscribed equity share capital or capital contribution at all times during the term of the Concession Agreement; and

(f) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project in accordance with the Agreement and the statement to this effect shall also be included in the Joint Bidding Agreement and the Agreement.

(viii) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.2.6 Any entity which has been barred, blacklisted or disqualified either by the Authority or any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI from participating in any project (PPP or otherwise)/ tendering process and the bar subsists as on the Bid Due Date, either individually or as member of a Consortium would not be eligible to submit a Bid. For the purposes of clarification, in case the entity has been barred or blacklisted previously and the blacklisting or bar does not exist as on date of the Bid, the Bidder is not disqualified.

2.2.7 A Bidder including any Member of the Consortium should, in the last 5 (five) years, 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 against the Bidder and Member of the Consortium, as the case may be, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder and Member of the Consortium.

2.2.8 Provided, however that where a Bidder claims that its disqualification arising on account of any cause or event specified herein is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a

waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the execution of the Project. The decision of the Authority in this regard is final, conclusive, and binding on the Bidder and Member of the Consortium.

2.2.9 Where it has come to notice of the Authority or it has, at any later stage of the Bidding Process, reason to believe that any information provided by the Bidder in this regard may be false or misleading, the Authority may, without prejudice to any other right or remedy provided as per the Bidding Documents or in law, disqualify, bar or blacklist the Bidder. Where it has come to notice of the Authority, or it has reason to believe, that the Selected Bidder or the Concessionaire, as the case may be, has provided such false or misleading information in this regard, the Authority may, without prejudice to any other right or remedy provided under the Concession Agreement or in law, terminate the LOA or Concession Agreement, as the case may be.

2.2.10 No change in the composition of the Consortium is allowed subsequent to the submission of the Bid or during the Bidding Process and/or in case of the Selected Bidder/ Concessionaire, any change in the composition of the Consortium during the Concession Period, shall be as per the terms of the Concession Agreement. Otherwise, the Bid shall be disqualified and Bid Security or Performance Security, as the case may be, shall be forfeited.

2.2.11 The following conditions shall be adhered to while submitting a Bid online:

a. Bidders should attach clearly marked and referenced with continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
b. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder and Member named in the Bid and not, unless specifically requested, to other associated companies or firms; and
c. In case the Bidder is a Consortium, each Member should satisfy the eligibility requirements to the extent specified herein.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to last 3 (three) financial years preceding its latest financial year.

2.2.13 The Technical Bids uploaded by the Bidders on the e-Procurement Portal shall not under any circumstances, contain any information regarding their Financial Bid. Any Technical Bid containing information about the Financial Bid shall be summarily rejected.

2.3 Cost of Bidding

2.3.1 The Bidders shall be responsible for all of the costs associated with the preparation of

their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Site visit and verification of information

2.4.1 Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining and satisfying for themselves the Site conditions, location, surroundings, climate, availability of power, water & other utilities including access to the Site, handling and storage of materials, weather data, applicable laws and regulations, extent of development and facilities at the Site, if any, and any other matter considered relevant by them for the implementation of the Project. It is clarified that Authority shall not be responsible for any discrepancy in this regard.

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

a) made a complete and careful examination of the Bidding Documents;

b) received all relevant information requested from the Authority;

c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.1 above;

d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove 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 Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

f) acknowledged that it does not have a Conflict of Interest;

g) agreed to be bound by the undertakings provided by it under and in terms hereof

h) independently verified all information received from the Authority.

2.4.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.5 Right to accept and to reject any or all Bids

2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject any or all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefor.

2.5.2 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.5.3 The Authority reserves the right to reject any Bid and disqualify the Bidder in case of any non-adherence to the requirements set forth in the RFP. The Authority shall be entitled to forfeit and appropriate the Bid Security of such a Bidder disqualified herein.

2.5.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and/ or during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the eligibility requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award (LOA) or entering into the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents or otherwise.

B. DOCUMENTS

2.6 Contents of the RFP

2.6.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with this RFP. The draft Concession Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

Appendix I: Letter comprising the Bid (to be submitted online):
Annex I: General Information of Bidder
Annex II: Technical Capacity of Bidder
Annex III: Financial Capacity of Bidder
Annex IV: Affidavit of Non-Blacklisting / Non-Disqualification of the Bidder

Appendix II: Power of Attorney for Signing of Bid
Appendix III: Power of Attorney for Lead Member of Consortium
Appendix IV: Joint Bidding Agreement
Appendix V: E-Bank Guarantee for Bid Security
Appendix VI: Format for Financial Bid (to be submitted online)
Appendix VII: Bid Checklist
Appendix VIII: Special Instructions to the Bidders for the e-submission of Proposals online on the e-Procurement Portal

Annexures

Annexure A: List of Project Sites
Annexure B: Scope of Work
Annexure C: Infrastructure and Equipment Requirements
Annexure D: Operation and Maintenance Requirements

2.7 Clarifications

2.7.1. Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing or e-mail at the email address provided in the Data Sheet. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The responses to queries will be uploaded on the website of the Authority and on the e-Procurement portal without identifying the source of queries.

2.7.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.7.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.7.4. The Authority, at any stage of the Bidding process, may also ask any Bidder for clarifications on their submissions, in order to assist in their evaluation. Provided that the Authority will maintain a record of all such communications wherein they shall not seek substantive changes aimed at qualifying such Bidder or engage in any negotiation.

2.8 Amendment of RFP

2.8.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum or corrigendum before the Bid Due Date ("**Addendum**" or "**Corrigendum**").

2.8.2 Any Addendum/ corrigendum issued hereunder will be uploaded on the website of the Authority and on the e-Procurement Portal.

2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum/ Corrigendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.9 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of the entire document in the English language, duly authenticated and certified by respective embassy or any authorised translation agencies. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

2.10.2 The Bid shall be typed or written and signed either in edible blue ink or digitally signed by the authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bidder shall refer to the Special Instructions to the Bidders for the e-submission of the Bid(s) online through E-Procurement Portal outlined in **Appendix-VIII**.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall scan the original set of the Technical Bid and upload the same in pdf format on the e-Procurement Portal using the Digital Signature registered on the e-Procurement Portal. Bid submitted through any other means will not be accepted. The Bid shall comprise of the following:

a) **Technical Bid which shall include the following:**

i. Letter comprising the Bid (Appendix I);
ii. General Information of Bidder (Appendix I - Annex-I)

iii. Technical Capacity of the Bidder (Appendix I – Annex II) along with supporting documents towards proof as specified in this RFP;
iv. Financial Capacity of the Bidder (Appendix I – Annex III) along with supporting documents towards proof as specified in this RFP;
v. Affidavit of Non-Blacklisting / Non-Disqualification of the Bidder (Appendix I – Annex IV);
vi. Power of Attorney for signing of Bid in the prescribed format (Appendix II) supported with board resolution / partner's resolution/charter document in favour of the executant authorizing such person to issue the Power of Attorney;
vii. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix III) supported with board resolution / partner's resolution/ charter document in favour of the executant authorizing such person to issue the Power of Attorney;
viii. Joint Bidding Agreement (in case of Consortium) (Appendix IV);
ix. Proof of online transfer of Bid Security or by way of e-Bank Guarantee for Bid Security (Appendix V);
x. Bid Checklist (Appendix VII);
xi. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a Limited Liability Partnership then a copy of its LLP Agreement and if a Partnership Firm then a copy of its Partnership Deed;
xii. Copies of Bidder's duly audited balance sheets and profit and loss account (audited annual accounts) for the preceding 3 (three) financial years;
xiii. GST Registration Certificate, registration proof documents and any other supporting documents required as per the terms of this RFP for meeting the qualification requirements.

b) **Financial Bid/ Proposal**

The Bidder shall submit the Financial Bid in the format which shall be available on the e-Procurement Portal. An indicative format is given in Appendix-VI of this RFP.

For avoidance of doubt, it is clarified that a Bidder submitting proposals for more than one Project Site shall submit one consolidated Technical Bid, with a single set of annexures applicable to all Project Sites being bid for, and shall submit one Financial Bid Excel Sheet through the e-Procurement Portal, containing separate Financial Bid entries for each Project Site..

2.11.2 Bids shall be submitted solely through the e-Procurement Portal. Any submission made through any other mode shall be treated as invalid.

2.11.3 Further, all the pages of the Bid must be numbered serially, along with an index of submissions. Bidders are required to submit all details only on issued or downloaded RFP document. In the event, any of the instructions mentioned herein which are relevant for the Bid being submitted by the Bidder, have not been adhered to by the Bidder, the Authority reserves the right to reject the Bid.

2.11.4 The time that is displayed from the server clock at the top of the e-Procurement Portal, will be considered as final for determining time for Bid submission on the E-Procurement Portal. The time followed in this Portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidders should adhere to this time during Bid submission.

2.12 Bid Due Date and Time

2.12.1 Bids shall be submitted online on the e-Procurement Portal by the time specified in Clause 1.3 on or before the Bid Due Date. The Bidders are advised to upload their Bids well in time to avoid last minute rush/ technical glitch.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with the provisions of the RFP.

2.13 Late Bids

E-Procurement Portal shall not allow submission of any Bid after the prescribed date and time given in Clause 1.3.

2.14 Procedure for e-tendering

2.14.1 Accessing/ purchasing of Bid documents

(a) It is mandatory for all the Bidders to possess a valid Class-3 Digital Signature Certificate (DSC) (issued in the name of the firm or organization) as per the provisions of Information Technology Act, 2000, as amended from time to time.

(b) DSC should be in the corporate capacity (that is in Bidder's name). The Bidder shall submit necessary documents in support of the DSC.

(c) Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website https://tntenders.gov.in under the link "Information about DSC".

2.14.2 The Bidder is required to register themselves on the Tamil Nadu e-procurement system portal at URL: https://tntenders.gov.in/nicgep/app and submit soft copies of their Bids electronically using valid Digital Signature Certificates. Bidders may refer to instructions for online bid submission given in Appendix-VIII.

2.14.3 If the Bidder is already registered with e-Procurement Portal of the Authority, and validity of registration is not expired the Bidder is not required a fresh registration.

2.14.4 Preparation & Submission of Bids:

(a) The Bidder shall submit its Bid online following the instruction appearing on the screen of the e-Procurement Portal. The e-Procurement Portal has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

(b) Bids must be submitted online only through e-Procurement Portal using the

DSC of the Authorized Signatory of the Bidder.

(c) It is suggested that the Bidder should submit the Bidding Documents online well in advance of the prescribed time to avoid any delay or problem during the online submission process. Authority shall not be held responsible for any sort of delay or the technical difficulty faced in the submission of Bids/ Proposals online by the Bidders.

2.15 Modifications of Bids

2.15.1 The Bidder may modify its e-Bid after submission but prior to the Bid Due Date. No Bid can be modified by the Bidder on or after the Bid Due Date & Time. The procedure for carrying out modification is provided on the e-Procurement Portal.

2.15.2 Any alteration/ modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority. Accordingly, the validity of e-Bank Guarantee for Bid Security, if required, shall also be extended by the Bidder

2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.19 Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

D. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security through online transfer on e-procurement portal, in favour of the Authority or in the form of a e-bank guarantee issued by any Nationalized Bank or Scheduled Commercial Bank, in favour of the Authority, payable in Chennai branch in the format set forth in **Appendix – V** (the "**e-Bank Guarantee**") and having a validity period of not less than 60 (sixty) days after the expiration of the Bid Validity Period, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. the validity period of the e-Bank Guarantee shall not be less than 180 (one hundred and eighty days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time

2.20.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.20.3 The Authority shall not pay any interest on the Bid Security to the Bidder and the same shall be interest free. Save as provided in Clause 2.20.4 below, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days after the expiration of the Bid Validity Period.

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2.20.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise, under the following conditions:

(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

(b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;

(c) If a Bidder submits a non-responsive Bid;

(d) In the case of Selected Bidder, if it fails within the specified time limit -

(i) To sign and return the duplicate copy of the Letter of Award;

(ii) To sign the Concession Agreement; or

(iii) If the Concessionaire fails to furnish the Performance Security within the period prescribed thereof in the LOA/ Concession Agreement.

(e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Tender Scrutiny and Evaluation Committee appointed by the Authority shall first download and open the Technical Bids received online at **** hours IST on dd/mm/yy in the presence of the Bidders or its authorized representatives who choose to attend. A list of the Bidders or their representatives attending the opening of Bids shall be prepared and their signatures shall be obtained on the same.

3.1.2 Bidders are advised that selection of the Technical Bids of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

3.1.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.4 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. If a Bidder does not provide clarifications sought under this clause within the prescribed time, the Authority shall proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the Authority shall not be considered.

3.1.5 In the event that a Bidder claims experience of Technical Capacity in any of the categories as specified in Clause 2.2.2, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same during evaluation. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of this RFP and appropriate the Bid Security.

3.2 Tests of responsiveness

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

(a) Technical Bid is received online as per the format at Appendix-I including Annexes I to IV;

(b) it is submitted online on the e-Procurement Portal on or before the specified time on the Bid Due Date including any extension thereof;

(c) Technical Bid is accompanied by the Bid Security as specified in Clause 1.2.5 and in case Bid Security is submitted by way of Bank Guarantee then it should be by way of e-Bank Guarantee only;

(d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4;

(e) Technical Bid contain all the information (complete in all respects);

(f) Technical Bid does not contain any condition or qualification;

(g) if applicable, it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP;

(h) it is accompanied by certificates from its statutory auditors in the formats specified in this RFP;

(i) Technical Bid does not contain any information regarding Financial Quote/ Proposal; and

(j) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Evaluation of Technical Bid

3.3.1 Only responsive Bids and Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bidders who do not meet these criteria shall be rejected.

3.3.2 The responsive Bidder's competence and capability shall be evaluated on the basis of the following parameters:

(i) Basic eligibility of Bidders as per Clause 2.2.1;

(ii) Technical Capacity; and

(iii) Financial Capacity.

3.4 Technical Capacity for purposes of Evaluation

3.4.1 Subject to Clause 2.2, the Bidder's technical experience shall be measured in terms of the minimum Technical Capacity as defined in Clause 2.2.2 under the applicable Category (Category 1, Category 2 or Category 3, as the case may be) and the experience claimed by the Bidder should clearly meet the requirement under said Clause 2.2.2 for the relevant category, to qualify for the opening of the Financial Bid.

3.4.2 The Bidder should provide necessary information in relation to eligible experience as per the format at Annex-II of Appendix-I along with supporting evidence to substantiate its claim of Technical Capacity as specified in this RFP.

3.5 Financial information for purposes of Evaluation

3.5.1 The Bid must be accompanied by audited balance sheets, annual reports, profit & loss statements of the Bidder for the last 3(three) financial years, preceding the financial year in which the Bid Due Date falls.

3.5.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor of the Bidder shall certify the same. In such case, the Bidder shall provide the Audited Annual Financial Statements for 3 (three) financial years preceding the financial year for which the Audited Annual Report is not being provided.

3.5.3 The Bidder must establish minimum average annual Turnover and Net Worth in specified in Clause 2.2.2, and provide details as per format at Annex-III of Appendix-I. Provided further, the Financial Capacity of the Consortium shall be assessed on the basis of weighted average, computing by applying each Consortium Member's proposed equity/capital share (%) in the SPV to its respective financial capacity.

***Illustration**:*

For the purpose of clarity, the following illustration is provided:
If Company A (Average Annual Turnover: Rs 100 crores) & Company B (Average Annual Turnover: Rs 50 crores) form a Consortium, with Company A proposing a 60% share and Company B a 40% share in the SPV, then the Weighted Financial Capacity of the Consortium shall be calculated as follows:
For Weighted Financial Score=
100 X 60% + 50 X 40% = 80 Crores

3.6 Qualification and Shortlisting of Bidder

3.6.1 In the first step of evaluation, Technical Bids of Bidders adjudged responsive in terms of Clause 3.2.1 shall be considered for technical evaluation as per this RFP. In this Qualification Phase, the information, documents and credentials submitted by the Bidder as a part of its Bid shall be evaluated and measured in terms of its eligible technical experience, average annual Turnover and Net Worth to determine the technical and financial competency/ capability of the Bidder under this RFP.

3.6.2 The Bidders' eligible experience in respect of Technical and Financial Capacity in terms of Clauses 2.2.2, 2.2.3, 3.4 and 3.5 under this RFP document, will be assessed and evaluated by the Tender Scrutiny and Evaluation Committee to determine if such experience is successfully demonstrated by the Bidder with supporting proofs/ credentials submitted as required under this RFP to clearly establish Bidder's technical experience and financial capacity vis-à-vis the requirements of Clause 2.2.2. If required, the Authority may seek specific clarifications from any or all Bidder(s) at this stage. The Authority shall determine the Bidder that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

3.6.3 The Bidder who meets the conditions as set forth in Clauses 2.2.1 to 2.2.3, 3.4 and 3.5 under this RFP document, will be eligible for the opening of its Financial Bid (the "**Technically Qualified Bidders**").

3.6.4 The Technically Qualified Bidders who are shortlisted as per Clauses 3.6.2 & 3.6.3 above will be informed about the opening date of the Financial Bid on the e-

Procurement Portal/ email to the shortlisted bidders and the Financial Bid shall be opened in the presence of the shortlisted Bidders who choose to attend. The result of the Technical Bids evaluation shall be displayed on the e-Procurement Portal for information of all Bidders.

3.7 Opening and Evaluation of Financial Bid

3.7.1 Financial Bids of only Technically Qualified Bidders shall be downloaded and considered for evaluation in the presence of the shortlisted Bidders who choose to attend. Only those Financial Bids shall be considered for evaluation which are unconditional, received strictly as per the format uploaded on the Portal and found responsive to the requirement(s) of Financial Bid specified in this RFP. The Bidder who quotes an amount lower than the minimum Gross Revenue Share as specified in Clause 1.2.7, the Financial Bid of such Bidder shall be rejected being non-responsive without any further consideration or clarification being sought by the Committee/ Authority.

3.7.2 Pursuant to above exercise, Gross Revenue Share quoted in responsive Financial Bids of Technically Qualified Bidders shall be evaluated by the Committee and ranked from the highest quoted amount to the lowest quoted amount of Gross Revenue Share. The result of the Financial Bids evaluation shall be displayed on the e-Procurement Portal for information of all Bidders.

3.8 Selection of Bidder

3.8.1 Subject to the provisions of Clauses 3.6, 3.7 and 3.8.2, the Technically Qualified Bidder who is ranked at the top having quoted the highest percentage of Gross Revenue Share, payable to the Authority (H1 Bidder) shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**").

A Bidder may submit Bids for all five (5) Project Sites; however, a maximum of three (3) Project Sites shall be allotted to any one Bidder. In case a Bidder is eligible for allotment of more than three (3) Project Sites based on its rankings across sites, the allotment shall be confined to three (3) Project Sites that yield the highest cumulative revenue to the Authority. The remaining Site(s), if any, shall be awarded to the next Technically Qualified Bidder(s) in accordance with their ranking and subject to the same allotment conditions.

3.8.2 In the event that, two or more Technically Qualified Bidders quote the same percentage of Gross Revenue Share (the "**Tie Bids**"), the Authority shall invite the tied bidders to submit their best and final offer of the Financial Bid in the manner prescribed by the Authority and the Bidder offering the highest percentage of Gross Revenue Share for the Project shall be adjudged as the Selected Bidder.

3.8.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**First Round of Bidding**"), the Authority may invite all the remaining Technically Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and ask them to match the Bid of the aforesaid Highest Bidder

(the "**Second Round of Bidding**").

3.8.4 If in the Second Round of Bidding only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If in the second round of bidding, two or more Bidders match the said Highest Bidder then the Bidder whose bid was higher or more advantageous as compared to other Bidders in the First Round of Bidding shall be the Selected Bidder.

3.8.5 In the event that no Bidder offers to match the Highest Bidder in the Second Round of Bidding, the Authority may for reasons to be recorded in writing, initiate a third round of bidding in which the Authority invites bids (the "**Third Round of Bidding**") from all Bidders except the Highest Bidder of the First Round of Bidding or annul the Bidding Process, as the case may be. In case, the Bidders are invited for the Third Round of Bidding, they will be required to revalidate or extend their Bid Security, as necessary, and offer fresh offers. Provided, however, that in such Third Round of Bidding only such offers shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the First Round of Bidding.

3.8.6 After declaration of the Selected Bidder, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next eligible Bidder may be considered.

3.8.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall furnish for each Project Site, a Performance Security of INR 20,00,000/- (Rupees Twenty Lakhs Only) in the form of an unconditional and irrevocable Bank Guarantee issued by any Nationalized Bank or Scheduled Commercial Bank, in favour of the Authority for the due and faithful performance by the Selected Bidder/ Concessionaire, within the time period set forth in the LOA but in any case prior to execution of the Concession Agreement, in the format prescribed under the Concession Agreement and also ensure execution of the Concession Agreement by the Selected Bidder within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviations in the Concession Agreement.

3.9 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4 FRAUD AND CORRUPT PRACTICES

4.1 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 LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "**corrupt practice**" means 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 Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "**restrictive practice**" 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.

5 PRE-BID CONFERENCE

5.1 Pre-bid conference shall be convened at the designated date, time and place mentioned in Clause 1.4 of the RFP. In case of physical pre-bid conference, a maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. The Pre-Bid Conference shall also be held online through the link provided in Clause 1.4 of this RFP.

5.2 During the course of pre-bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process as per Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012.

6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, Tamil Nadu Transparency in Tenders Act, 1998, Tamil Nadu Transparency in Tenders Rules, 2000 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, the laws of India and the Courts at Chennai and High Court of Chennai, Tamil Nadu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) qualify or not to qualify any Bidder and / or to consult with any Bidder in order to receive clarification or further information;

d) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or

e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

a) Concession Agreement;

b) Corrigendum/addendum and

c) the RFP

6.5 The Concession Agreement at (a) above shall prevail over the Corrigendum/addendum at (b) above, and the Corrigendum/addendum at (b) shall prevail over the RFP at (c).

APPENDICES

APPENDIX – I:
LETTER COMPRISING THE BID

(Refer to Clause 2.11.1(a)(i))

Dated:…….

To

……

……

Sub: Bid for: Establishment and Operation of Automated Testing Stations at ……. (*mention name of relevant Project Site*) in the State of Tamil Nadu on PPP mode

Dear Sir,

1. With reference to your RFP document dated _____[2], I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for award of the Project Site situated at _____[3]. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforementioned Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection and award of the aforesaid Project in terms of the Bidding Documents including the addenda issued.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge and recognize the right of the Authority to reject 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.

6. I/ We certify that in the last five years, we/any of the Member of the Consortium 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

[2] All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

[3] The Bidder shall clearly specify the relevant details corresponding to each Project Site for which a Bid is submitted. All sections/points of this format shall be interpreted in the context of the specific Project Site being bid for. The Bidder shall submit one consolidated set of Technical Bid documents, together with all applicable annexures, covering all Project Site(s) for which it is bidding. For the Financial Bid, the Bidder shall fill a single Excel Sheet, providing the Financial Bid details separately for each Project Site being bid for.

terminated by any public authority for breach on our part.

7.

8. I/ We declare that:

   a) I/ We have examined and have no reservations on/ to the RFP, including any Addendum issued by the Authority;

   b) I/ We do not have any Conflict of Interest in accordance with the provisions of RFP;

   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, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI in the last 5 years;

   d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, 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;

   e) I/ We have not been barred, blacklisted or disqualified either by the Authority or any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI from participating in any project/ tendering process and such bar/ disqualification/ blacklisting does not subsist as on Bid Due Date.

9. I/ We understand that the Authority may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders.

10. I/ We believe that we satisfy(s) the Technical Capacity and Financial Capacity for the Project and meet(s) all the requirements as specified in the RFP document and are / is qualified to be evaluated in the Bidding Process.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium 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.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our CEO or any of our directors/ managers/ employees.

14. I/ We acknowledge and undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

15. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at **Appendix II and III** respectively of the RFP, are also enclosed.

16. I/We acknowledge and undertake that if I/ our Consortium is qualified and short- listed, I/ its members of the consortium shall maintain the aggregate equity share-holding or capital contribution in the issued and paid up equity share capital or capital contribution of the SPV as specified in this RFP. I/We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership..

17. I/we further certify that we/any Member of the Consortium are not barred by the Authority or any local body or Department/ Board/ Corporation/ PSU of GoTN/ any State Government or Union Territory or Ministry/ CPSU of the Central Government (GoI), or by any of the agencies of SG/UT/GoI or any entity controlled by it, from participating in any project (PPP or otherwise), and such bar does not subsists as on the date of Bid.

18. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Documents.

19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/ We acknowledge that I/we have studied all the Bidding Documents carefully and also surveyed the Project Site and analyzed the details of the Project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession. I/ We, hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.

21. I/ We certify that in terms of the RFP, my/our average annual Turnover and Net Worth are Rs. …….. (Rs. in words) and Rs. …….. (Rs. in words respectively.

22. I/ We offer a Bid Security of INR [■] (Rupees ……) to the Authority in accordance with the RFP.

23. The Bid Security in accordance with this RFP is submitted and we agree that the same is interest free.

24. The percentage of Gross Revenue Share has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Project cost and implementation of the Project.

25. *{We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the end of the Agreement Period in accordance with the Agreement.}*[4]

26. I/ We shall keep this offer valid during the Bid Validity Period specified in the RFP.

27. I/ We hereby declare and confirm that I am/ we are not a defaulter of any Bank or Financial Institution and none of my/ our accounts have been declared as Non-Performing Assets by any Bank or Financial Institution in the last 3 (three) years preceding Bid Due and presently there is no dispute pending with any Bank or Financial Institution.

28. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

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

Yours faithfully,

(Signature of the Authorized Signatory)
(Name and designation of the of the Authorized Signatory)
Name and seal of Bidder

Note:
Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

[4] Omit if the Bidder is not a Consortium.

Appendix-I

Annex-I

GENERAL INFORMATION OF BIDDER

(Refer to Clause 2.11.1(a) (ii))

1.

a) Name[5]:
b) Country of incorporation:
c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
d) Date of incorporation and/ or commencement of business:
e) GST Registration No.:

2. Brief description of the {Company/Partnership Firm/ LLP} including details of its main lines of business and proposed role and responsibilities in the Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:

5. In case of a Consortium:

(a) The information above (1-4) should be provided for all the Members of the Consortium.

(b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.5(vi) should be attached to the Bid.

(c) Information regarding the role of each Member should be provided as per table below:

[5] Relevant documents/ charter documents/ constitutional documents related to incorporation/ registration of company/ LLP/Partnership Firm must be attached along with this Annexure

S. No.	Name of Member	Role*	Percentage of share in the SPV
1			
2			

* The role of each Member, as may be determined by the Bidder, should be indicated.

(d) The following information shall also be provided for each Member of the Consortium †:

Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium been barred by the GoTN/SG/UT/GoI, or any entity controlled by them, from participating in any project (DBFOT/O&M or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

Appendix-I

Annex-II
TECHNICAL CAPACITY OF BIDDER

(Refer to Clause 2.2.2 and Clause 2.11.1(a) (iii))

Details of experience of Automated Testing Station/ Original Equipment Manufacturer

ITEM	**PARTICULARS OF THE AUTOMATED TESTING STATION/ ORIGINAL EQUIPMENT MANUFACTURER**
Name of Bidder:	
Name of the project whose experience is claimed	
Give a brief description of the work undertaken relevant to the project	
Entity for which the project was constructed/ developed: Name: Address: Name of Contact Person: Phone No. of the Contact Person: Email ID of the Contact Person:	
Location	
Capital Cost of project (Excluding land cost)	
Date of completion of project in all respects i.e. date of issuance of Completion Certificate	
Date of commencement of operations	
Mode (BOT, EPC, Item Rate, Self-development etc.)	

Instructions:

1. Bidders are expected to provide information in respect of each experience of Automated Testing Station/ Automated Vehicle Testing Equipment in this Annex which have been undertaken by the Bidder in its own name and/ or by a project company in which the Bidder has a share/ equity of not less than 26%. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of the RFP document.

2. A separate sheet should be filled for each project.

3. Name, address and contact details of owner/ Authority/ Agency (i.e. employer, concession grantor, etc.) may be provided.

4. The date of completion of construction should be indicated. Only such projects whose construction has been completed in all respects shall be considered for the purpose of evaluation.

5. Completion Certificate from the concerned client/ entity for whom the work undertaken must be furnished for each project.

Appendix-I

Annex-III

FINANCIAL CAPACITY OF BIDDER

(to be certified by the statutory auditor of Bidder along with the separate certificate of statutory auditor of respective Members of the Consortium)

(Refer to Clause 2.2.2 and Clause 2.11.1(a) (iv))

Bidder type$	Annual Turnover*			Net Worth
	Year 1	Year 2	Year 3	Year 1
Bidder				
Lead Member of the Consortium				
Other Member of the Consortium				
Average Annual Turnover				

Name & Address of Bidder's Bankers:

$ A Bidder consisting of a single Business Entity should fill in details as per the row titled single Business Entity Bidder and ignore the rows titled Members of the Consortium. In case of a Consortium, row titled single Business Entity Bidder may be ignored.

* The Bidder should provide details of its own Financial Capacity specified in the provisions of the RFP.

Instructions:

1. The Bidder / constituent Members of the Consortium shall attach copies of the balance sheets, financial statements and Annual Audited Reports for the last 3(three) financial years preceding the Bid Due Date. The financial statements shall:

   a) reflect the financial situation of the Bidder or Members of the Consortium;
   b) be audited by a statutory auditor;
   c) be complete, including all notes to the financial statements; and
   d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. In the case of a Consortium, Joint Bidding Agreement and Power of Attorney shall be submitted in accordance with the provisions of the RFP.
3. The Bidder/ Consortium Member shall provide an Auditor's Certificate specifying the Net Worth and Turnover of the Bidderand also specifying the methodology adopted for calculating such Net Worth in accordance with the provisions of the RFP.
4. Financial Capacity score of the Bidder Consortium shall be computed as a weighted average of the financial capacity of a Member and its proposed share/interest (%) in the Consortium.

APPENDIX-I

Annex-IV

Affidavit of Non-Blacklisting / Non-Disqualification of the Bidder (to be furnished by each Member Firm in case of a Consortium)

(Refer to Clause 2.11.1(a) (v))

I, **.....**, S/o / D/o **.....**, resident of **.....**, employed as **.....**, with **.....**, having office at **.....**, PIN **.....**,

do hereby solemnly affirm and state as under :-

1. That I am duly authorized representative and signatory of the Bidder i.e. M/s ……..
2. The Bidder including Consortium Member has not been barred, blacklisted or disqualified either by the Authority or any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI from participating in any project/ tendering process and such bar/ disqualification/ blacklisting does not subsist as on Bid Due Date.
3. I state and depose accordingly.

DEPONENT

VERIFICATION

I, ... the deponent above named, do hereby verify that the contents of this Affidavit are true and correct to the best of my knowledge and belief. No part of it is false, and nothing material has been concealed therefrom.

Verified at ..... on this .....day of ..... 20 .....

DEPONENT

[Bidders to submit Affidavit on Indian Non-Judicial Stamp Paper as per Indian Stamp Act, 1899]

APPENDIX – II:
POWER OF ATTORNEY FOR SIGNING OF BID

(Refer Clause 2.2.4)

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____, 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 ***"Establishment and Operation of Automated Testing Stations at five locations in the State of Tamil Nadu on PPP mode"*** (the "**Project**") proposed or being developed by the Commissionerate of Transport and Road Safety, Government of Tamil Nadu (the "**Authority**") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid Conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 binding and deemed to have been done by us.

IN WITNESS WHEREOF WE, ___, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _ _ _ _ _ DAY OF _____, MONTH 20__.

For

……
(Signature, name, designation and address)

Witnesses:

1.

2.

[Notarised]

Accepted

……
(Signature)
(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

3. *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*

4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized in the jurisdiction where the Power of Attorney is being issued in terms of the local law as applicable. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp Act within 90 days from receipt of that Power of Attorney in India as applicable in the State of Tamil Nadu.*

APPENDIX – III:
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 2.2.4)

Whereas the Commissionerate of Transport and Road Safety, Government of Tamil Nadu (the "**Authority**") has invited Bids for ***"Establishment and Operation of Automated Testing Stations at five locations in the State of Tamil Nadu on PPP mode"*** (hereinafter referred to as the "**Project**").

Whereas, …….., and ……. (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other Bidding Documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …… having our registered office at ……, and……having our registered office at ……, [the respective names and addresses of the registered office] being the member/s of the Consortium (hereinafter collectively referred to as the "**Principal**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ……, having its registered office at ……, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2025.

For _____

(Signature) (Name & Title)

For _____

(Signature) (Name & Title)

(Executants)
(To be executed by all the Members of the Consortium)

Witnesses: [Notarized]

1.
2.

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized in the jurisdiction where the Power of Attorney is being issued in terms of the local law as applicable. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp act within 90 days from receipt of that Power of Attorney in India as applicable in the State of Tamil Nadu.*

APPENDIX - IV
JOINT BIDDING AGREEMENT

(Refer Clause 2.2.5 (vii))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 2025

AMONGST

1. { .....Limited, a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or a Partnership Firm registered under the Indian Partnership Act, 1932} and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. { .....Limited, a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or a Partnership Firm registered under the Indian Partnership Act, 1932} and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS,

(A) Commissionerate of Transport and Road Safety, Government of Tamil Nadu, having its office at _____ (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited technical and financial bids ("**Bids**") by its Request for Proposal No. …… dated …… (the "**RFP**") for "**Establishment and Operation of Automated Testing Stations at five locations in the State of Tamil Nadu on PPP mode"** (the "**Project**").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and

(C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 2013 or Limited Liability Partnership Act 2008 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project..

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the term of this Agreement.

The Lead Member M/s .....would be :

The Second Member M/s ..... would be :

Notwithstanding the above, the Parties are together responsible for performing all obligations of the Concessionaire in terms of the Concession Agreement for the Project.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all

obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement.

6. Share of the Members in the Consortium

6.1 The Parties agree that the proportion of share among the Parties in the SPV shall be as follows:

First Party: …%[6]
Second Party: …%[7]

6.2 The Parties agree and undertake that the Lead Member and the Members whose technical capacity and financial capacity has been reckoned for the purpose of qualification and short- listing of the Consortium for the Project, shall hold a minimum of 51% (fifty one percent) and 26% (twenty six percent) respectively of the subscribed and paid-up equity share capital / capital contribution of the SPV at all times till the third anniversary of the COD for the Project. The Parties further undertake that, if awarded the Project, they shall collectively hold 100% (one hundred per cent) of the subscribed and paid-up equity share capital / capital contribution of the SPV for a period of 3 (three) years from the date of COD of the Project and thereafter, hold at least 51% (fifty one percent) equity or capital contribution at all times during the term of the Concession Agreement..

6.3 The Parties undertake that they shall comply with all lock-in requirements set forth in the Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

[6] At least 51% of subscribed and paid-up equity share capital / capital contribution of the SPV
[7] At least 26% of subscribed and paid-up equity share capital / capital contribution of the SPV

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate/affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

(e) The Members of the Consortium have not been black-listed by the MCA (Ministry of Corporate Affairs) and the directors of the Consortium have not been disqualified in terms of the Companies Act, 2013.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination of the Concession Agreement. However, in case the Consortium is either not declared as a qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the Bidding Documents.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
LEAD MEMBER by:	CO-MEMBER
(Signature)	(Signature)

In the presence of witnesses:

1. 2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

4. *However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated component authority of the issuing country.*

APPENDIX – V:
E-BANK GUARANTEE FOR BID SECURITY

(Refer Clause 2.20.1)

(To be executed on Stamp paper of appropriate value)

B.G. No. Dated:

1. In consideration of you, the Commissionerate of Transport and Road Safety, Government of Tamil Nadu, having its office at [■], Tamil Nadu (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [*Name of the Bidder*]{a Company registered under the provisions of the Companies Act/ a Partnership Firm/ LLP registered under the Limited Liability Partnership Act, 2008} and having its registered office at _____ (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their administrators, legal heirs, successors and permitted assigns), for "***Establishment and Operation of Automated Testing Stations at five locations in the State of Tamil Nadu on PPP mode***" (hereinafter referred to as the "**Project**") pursuant to the RFP dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of the Bank] having our registered office at _____and one of its branches at _____(hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 40,000/- (Rupees Forty Thousand only)** as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including *inter alia* the failure of

the Bidder to:

(a) keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.

(b) sign the Letter of Award and/or the Concession Agreement, within the specified time limit;

(c) furnish the Performance Security within the period prescribed thereof in the Agreement;

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 40,000/- (Rupees Forty Thousand only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the

Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs. 40,000/- (Rupees Forty Thousand only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by _____Bank

By the hand of Mr./Ms. _____, its _____and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

APPENDIX – VI:
FORMAT FOR FINANCIAL BID

(*To be submitted in the excel sheet provided on the e-Procurement Portal*)

(Refer to Clause 2.11.1(b))

Instructions to Bidders for filling in the Financial Bid:

1. The Bidders to fill the excel sheet provided on the e-Procurement Portal which shall be tentatively in the following format:

Bid Parameter	% Gross Revenue Share (in figures)	% Gross Revenue Share (in words)	Minimum Threshold (%)
% of Gross Revenue to be shared every year with the Authority from the commercial operation date of the Project in accordance with the terms of the Concession Agreement.			10%

2. The Gross Revenue Share payable by the Concessionaire to the Authority shall be exclusive of applicable taxes. The Concessionaire shall additionally be liable to pay GST and any other indirect taxes, levies, or duties as may be applicable from time to time on such Gross Revenue Share.

3. If a Bidder submits a Financial Bid quoting a Gross Revenue Share below the minimum Gross Revenue Share of 10% as specified in Clause 1.2.7 of this RFP, such Financial Bid shall be rejected being non-responsive without any further consideration or clarification.

4. In the event of any discrepancy between the percentage of Gross Revenue Share quoted in figures and in words, the higher of the two shall be deemed to prevail.

APPENDIX- VII
BID CHECKLIST

(Refer to Clause 2.11.1(a) (x))

S. No	Item	Checked by Bidder	Page No.
1.	Letter comprising the Bid (Appendix – I)		
2.	General Information of Bidder (Appendix – I – Annex-I)		
3.	Technical Capacity of the Bidder (Appendix – I – Annex-II) along with supporting documents as specified in the RFP		
4.	Financial Capacity of the Bidder (Appendix – I – Annex-III) along with supporting documents as specified in the RFP		
5.	Affidavit of Non-Blacklisting / Non-Disqualification of the Bidder (Appendix – I – Annex – IV)		
6.	Power of Attorney for signing of Bid in the prescribed format (Appendix – II) duly supported by a charter document or board resolution/partner's resolution in favour of executant;		
7.	If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – III) duly supported by a charter document or board resolution/partner's resolution in favour of executant;		
8.	Joint Bidding Agreement (in case of Consortium) (Appendix – IV);		
9.	Proof of payment of Bid Security online or by way of E-Bank Guarantee in the prescribed format (Appendix – V);		
10.	If applicable, Certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be		
11.	Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 financial years before the Bid Due Date		
12.	Copy of Check List as per Appendix VII		
13.	Any other Documents as per the requirement of RFP		

APPENDIX – VIII

SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL

(as per TN Tenders Website https://tntenders.gov.in/)

(Refer to Clause 2.10.2)

1) Bidder should do online enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as EMUDHRACA/ GNFC/ IDRBT/ MTNLTRUSTLINE/ SAFESCRPT/ TCS.

2) Bidder then logs into the portal giving user id / password chosen during enrollment.

3) The e-token that is registered should be used by the Bidder and should not be misused by others.

4) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

5) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with Bid Documents during bid submission. This will ensure lesser upload of Bid Documents.

6) After downloading / getting the Bid Schedules, the Bidder should go through them carefully and then submit the documents as per the Bidding Documents, otherwise, the Bid will be rejected.

7) The format for Financial Bid/ Proposal must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder name and values only.

8) If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the Bidding Documents. Bidder should take into account of the corrigendum/ addendum published before submitting the Bids online.

9) Bidder, in advance, should prepare the Bid to be submitted as indicated in the tender schedule and they should be in PDF/ XLS/ RAR/ DWF formats. If there is more than one document, they can be clubbed together.

10) Bidder should arrange for the Bid Security as specified in the Bidding Documents.

11) The Bidder should read the terms and conditions and accept the same to proceed further to submit the Bids.

12) The Bidders should submit their Bids online well in advance before the prescribed time to avoid any delay or problem during the Bid submission process.

13) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the memory available at the client system as well as the network bandwidth available at the client side at that point of time. In order to reduce the file

size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

14) It is important to note that the Bidder has to 'Click' on the Freeze Bid Button, to ensure that he/she completes the Bid submission process. Bids which are not 'Frozen' are considered as incomplete/ in-valid bids and are not considered for evaluation purposes.

15) The Authority 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.

16) The Bidders shall submit their Bids through online mode only, through this portal. Offline documents will not be handled through this system.

17) At the time of freezing the Bids, the E-Procurement portal will give a successful bid update message after uploading all the Bid documents submitted and then a Bid summary will be shown with the Bid number, date & time of submission of the Bid with all other relevant details. The documents submitted by the Bidders will be digitally signed using the e-token of the Bidder and then submitted on the portal.

18) After the Bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the Bid. The Bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

19) Successful Bid submission from the system means, the Bids as uploaded by the Bidder is received and stored in the system. System does not certify for its correctness.

20) The Bidder should see that the Bid Documents submitted should be free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is liable to be rejected

21) The time that is displayed from the server clock at the top of the tender portal, will be valid for all actions of requesting Bid submission, Bid opening etc., in the E-Procurement Portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidders should adhere to this time during Bid submission.

22) All the data being entered by the Bidders would be encrypted at the client end, and the soft- ware uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by anyone until the time of bid opening. Overall, the submitted Bid documents become readable only after the tender opening by the authorized individual.

23) During transmission of Bid documents, the confidentiality of the Bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

24) The Bidders are requested to submit the Bids through online E-Procurement system to the Authority well before the Bid submission end date and time (as per Server System Clock).

ANNEXURE-A
LIST OF PROJECT SITES

Sl. No.	City name	Total land area allotted (acres)	Site location	Minimum Vehicle Count	Attached RTOs/ UOs
1.	Attur, Salem	1.2	Attur RTO	HMV: 8,626 LMV: 8,123 Total: 16,749	• Attur RTO • Vazhappadi UO • Kallakurichi RTO • Rasipuram RTO
2.	Madurai	1.16	Madurai South RTO	HMV: 3,298 LMV: 11,862 Total: 15,160	• Madurai South RTO • Thirumangalam UO • Vadipatti UO • Usilampatti UO
3.	Tiruvallur	1.03	Tiruvallur RTO	HMV: 6,813 LMV: 7,429 Total: 14,242	• Thiruvallur RTO • Thiruthani UO • Sriperumbudur RTO
4.	Tuticorin	1.1	Tuticorin RTO	HMV: 7,266 LMV: 11,791 Total: 19,057	• Tuticorin RTO • Thiruchendur RTO • Kovilpatti RTO
5.	Villupuram	0.89	Villupuram RTO	HMV: 6,820 LMV: 9,920 Total: 16,740	• Villupuram RTO • Ulundurpet RTO • Thindivanam RTO • Gingee UO

ANNEXURE-B

SCOPE OF WORK

1. **Objective:** To Design, Build, Finance, Develop, Operate and Transfer the Automated testing Station (ATS) at specified location along with the necessary auxiliary facilities and amenities, as per the details stipulated in the Concession Agreement and RFP. The said development shall be operated as per Motor Vehicles Act, 1988, Central Motor Vehicles Rules 1989and all other applicable law in force.

2. **Scope of Work:** The scope of work is primarily divided into three stages namely development, operations & maintenance and Handover upon completion of concession period. In case of any difference between the terms and conditions of this document and the laws as specified in the objective above it is clarified that the later prevails. Though the scope includes all the activities required for fulfilling the objective some of them are detailed hereunder as per project timeline.

a. Development Phase

i. Taking over of encumbrance free site to Plan, Design, Finance and establish the Project Facility, including Construction, Provision of ATS equipment per approved standards, provision of relevant assets, equipment, facilities, Clearances/approvals, ancillary services and amenities related to the Automated testing Station and the required testing equipment conforming to CMVR 1989, Building Bye-Laws and regulations including Tamil Nadu Combined Development and Building Rules, 2019 and as per terms of the Agreement and Schedules hereof.

ii. Site clearance and cordoning off the site; providing and deputing of Security including dismantling of existing structure if any, removal of debris to specified debris disposal sites etc.

iii. Planning & Designing, to obtain necessary approvals including planning and structural approval, arrange for required funding and to construct the Automated Testing Station at the Project Site as per Rule No 178 (Chapter XI), Rule NO 190 of the Central Motor Vehicles Rule 1989 along with the provisions of the Concession Agreement and Schedules hereof.

iv. Entry and exits for the ATS at the Complex shall be provided and developed considering overall Traffic Circulation within and outside the facility. Necessary approval shall be taken including compliance with the directions of the traffic police department.

v. To make necessary arrangement for capital investment and smooth execution of project and to ensure timely completion of the construction activity

vi. To register the automated testing station as per Rule No 175 (Chapter XI) of the Central Motor Vehicles Rule 1989 in compliance with the eligibility criteria mentioned in Rule No 176 (Chapter XI) of the Central Motor Vehicle Rules 1989 and with Rule No 177 (Chapter XI) of the Central Motor Vehicle Rules 1989 which details on the Conflict of Interest for setting up of Automated Testing Station

vii. The Concessionaire is encouraged to achieve net zero by installing necessary solar panels or utilizing alternative renewable sources within the site and in compliance with applicable laws.

viii. The Concessionaire is encouraged to enhance the aesthetic and environmental value of the premises through appropriate landscaping of available open areas, where practicable and permissible under applicable regulation.

b. Operations and Maintenance

i. Automated Testing Station

1. To conduct various Visual and Functional tests as specified in Table D in Rule 189 of Central Motor Vehicle Rules 1989 for the vehicle as per characteristics given in Table H in sub-rule (7) of rule 190 and issuance of certificate of fitness
2. The retesting procedure shall be conducted in accordance with the Rule No 182 (Re-Testing Procedure) of Central Motor Vehicle Rules 1989 and appeal if any from the Vehicle Owners shall be in accordance with Rule No 183 (Appeal against test result) of Central Motor Vehicle Rules 1989

3. Deployment of Manpower including Manger, System Analyst, Data Entry Operator, Drivers, Lane in-charge / Supervisors, Lane Operators, Maintenance Technicians etc. shall be deployed as per Table B in Rule 179 of Central Motor Vehicle Rules 1989 along with compliance with respect to labour laws in force.
4. The Audit and assessment of the Automated Testing Station shall be done National Accreditation Board for Testing and Calibration Laboratory accredited agencies and by any other agencies notified by Central Government for conducting such Tests and Audits as detailed in Rule No 184 (Audit and Assessment) of Central Motor Vehicle Rules 1989
5. To support the authority during surprise tests or routine assessments of the automated testing stations and to provide all necessary information during office hours without any delay
6. Apart from bi-annual audit and assessment as per Rule No 184 (Audit and Assessment) of Central Motor Vehicle Rules 1989, periodic and preventive maintenance requirements of the OEM's shall be complied with to ensure effective operations and maintenance
7. Certification Fee and Testing Charges shall be collected as per the details provided in Schedule G of DCA and no additional charges shall be collected. However basic facilities and amenities including Drinking Water, Public Convenience Facility, Waiting Area shall be provided in a clean and hygienic manner at free of cost. Further it is clarified that the revenue from retail and advertisements if developed as detailed in clause 1.1.8 of this RFP shall be charged as per market dynamics.
8. To undertake periodic maintenance and refurbishment for the entire facility once in every 3 Years to ensure that the optimum life of the developed facility is achieved
9. To provide basic facilities and amenities like drinking water, toilets, etc. for the ATS users at free of cost and to ensure hygienic maintenance of same.

ii. Common / Other Facilities

1. To make payment of all applicable existing and future taxes, charges, fees, levies, Concession Fee, Utility bills etc. as may be applicable to the Project and/ or any activities in pursuance of the Concession Agreement during the Concession Period.
2. Property tax in respect of the Project Site shall be paid directly by the Authority to the municipal authority concerned. The Concessionaire shall reimburse the Authority for the property tax amount so paid within 30(thirty) days of receiving written intimation and supporting documents from the Authority. Any delay in reimbursement beyond the said period shall entail payment of interest at the rate specified in Article 27.3 of Draft concession Agreement, computed for the period of delay.
3. To undertake maintenance of all the common area and entire ATS facility in neat and hygienic manner. Floors should be cleaned to good industry standards. In addition, there should be no evidence of grit, dust, scum, grease, hair, and scale on the floor and shall adhere to maintenance guidelines provided in Annexure D is complied with.
4. Complete security system shall be arranged including CCTV Cameras, Boom Barriers, access-based entries etc. wherever possible and access to administrative areas shall be restricted and secured.
5. Performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement

c. Handover Stage

1. Handover of the Project Facility without any defect in good condition excluding normal wear and tear as per directions of the Authority.

2. Ensure that all the details of existing contracts, guarantees and warranties, maintenance manuals etc. is handed over to the Authority.
3. Ensure that no advances, loans, dues or outstanding balances, statutory dues, utility bills payments etc. are there as on date of completion.
4. The Project Facility shall be handed-over to the Authority clear and free of all encumbrances in compliance with the Divestment Requirements set forth in the Concession Agreement
5. The handing over process shall be initiated at least 3 (Three) months before the actual date of expiry of the Concession Period by a joint inspection by the Authority and the Concessionaire. Two rounds of joint inspection shall be conducted.
    a. Round 1: A joint inspection will be conducted between 90 days and 75 days prior to the Date of Handover in order to identify any defects.
    b. Round 2: A joint inspection will be conducted 15 days prior to the Date of Handover in order to identify and address any pending / unattended defects.
6. The Concessionaire shall, at its sole cost and expense, provide all necessary software to interface between the automated testing machinery installed at the facility and the Parivahan portal/ any other portal as directed by central or state government. This includes ensuring complete data safety and security measures, surveillance systems, and digital authentication, etc. as mandated under the Information Technology Act, 2000 and rules made thereunder, Central Motor Vehicles Rules, 1989, any other guidelines/ directions as issued by the authority.
7. The Concessionaire shall ensure that upon completion of the Concession Period, the Authority shall receive complete operational control of the facility, free from any Patent Rights, proprietary restrictions, or legal impediments that would materially affect the facility's functionality or operations.

The Development Plan approved by the Authority as per the terms of Concession Agreement shall be attached below to Scope of Work of the Project.

ANNEXURE-C
INFRASTRUCTURE & EQUIPMENT REQUIREMENTS

PART 1: INFRASTRUCTURE REQUIREMENTS

The Infrastructure requirement to be set up at the said location shall be catering to the Fitness certificate testing requirements of HMV/ LMV Vehicles in compliance with Rule No 178 (Infrastructure requirement), Rule no. 190 (Equipment specification for Automated Testing Station) & other applicable rules of Central Motor Vehicle Rules,1989.

A minimum of 1 (one) number of HMV lane and 1 (one) number of LMV lane with a minimum per lane area for two-wheeler vehicles or three-wheeler vehicles as five hundred square meters and for Light or Medium or Heavy Motor Vehicle as one thousand five hundred square meters, which includes commensurate space for the administrative block including reception or information centre, waiting area, Information technology server and workstation, washrooms etc. The automated testing station shall have the minimum dimensions for defining test lane, as per the following table, namely :-

Sl. No.	Minimum Dimensions	2-Wheeler	3-Wheeler & LMV	Medium & HMV
1	Length	15	32	32
2	Width	5	7	7
3	Minimum length for turning at entry	3	10	18
4	Minimum length for turning at exit	3	10	18

Note: Expansion of testing lanes shall be undertaken by the concessionaire based on the vehicular demand / future requirements at their own cost.

1. The standard operating procedure of the automated testing station shall be displayed in the waiting area for public as well as staff.
2. Adequate space shall be available for fitment of utilities like transformers, Low Tension or High-Tension panels with safety or protective devices, Gensets, Air Compressor, Uninterrupted Power Source, water coolers, fire protection and firefighting system of adequate capacity and test lane area shall be provided with adequate ventilation and fume extraction system.
3. An automated testing station shall have adequate space for parking and free movement of vehicles brought for testing and necessary cyber security certifications shall be

provided for the Information technology Systems for safe access to the VAHAN database as applicable.

4. Testing equipment and Information technology infrastructure shall be as per rule 190.

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

Details	3w		4w PC (M1, N1)		4w LCV (M2, N2)		**HCV (M3, N3)**			
							Trucks (N3)		**Bus (M3)**	
	Min	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
Front Axle wt kg	90	260	420	1285	1235	1425	1235	7200	360	6160
Rear Axle wt kg	205	780	435	1115	810	1360	810	5085	1360	8900
Kerb Wt kg	203	800	730	2300	1500	3380	2045	12500	2660	15000
GVW kg	610	2150	935	2940	2540	10900	5300	31000	5300	22000
Wheelbase mm	1590	3070	2100	3215	2500	3800	2500	5545	2654	8350
Wheel Track mm Front	-	-	1300	1661	1630	1650	1410	1900	1630	2054
Wheel Track mm Rear	1150	1540	1315	1651	1577	1610	1406	1875	1577	1837
Length mm	2080	3510	1402	5226	4634	6875	4634	11994	5125	15000
Width mm	1100	1520	1495	1975	1700	2155	1870	2800	1910	2600
Height mm	1635	2070	1297	2550	2270	2550	2978	3940	2200	3610
Overhang mm Front	-	-	464	1125	1500	2280	1050	1695	1000	1150
Overhang mm Rear	443	790	405	1173	1500	2280	805	3484	1875	2870
Ground clearance Mm	170	200	123	220	194	375	194	250	194	250
TCD m	2.8	6.2	8.33	7.95	8.5	16	13.8	23.5	11.17	23.4
TCCD m	-	-	7.95	13.4	-	-	15.89	25	12.84	27.2

The test lanes at an automated testing station may be segregated into three stations, to balance activities and following tests may be conducted at each station as per the table below :-

Station-1	Station-2	Station-3
• RFID Authentication of Operator	• RFID Authentication of Operator	• RFID Authentication of Operator
• Emission Test	• Side Slip Test	• Under Body Visual Inspection using Axle play detector

Station-1	Station-2	Station-3
• Horn Test	• Front & Rear Suspension Test	• Steering Angle test
• Exhaust Noise Test	• Service Brake & Parking Brake Test	• Head Light Test
• Speedometer Test		
• Speed Governor Test		

Note : The operator may choose a different combination of tests (as mentioned in above table) to be conducted at each station in a lane, depending on layout of lanes and throughout.

PART 2: EQUIPMENT SPECIFICATION FOR AUTOMATED TESTING STATION

The equipment used at an automated testing station shall be capable of measuring maximum safe axle weight as notified under section 58 of the CMVR Act. It shall be able to test all categories of vehicle under fitness regime. The software of the equipment shall allow modification in the inspection system as required by the registering authority. All equipments shall be able to operate in the following environmental conditions, namely

- temperature range 0°C to 55°C
- humidity up to 95%
- dust: Typical Indian testing condition.

The equipment used at an automated testing station shall comply with the following specifications as given below :-

Sl. No.	Equipment	Technical Specification	
		Light Commercial Vehicles	Medium and Heavy Commercial Vehicles
1	Roller brake tester	a) Maximum measurable brake load is at least of 6kN b) Difference in left and right braking efficiency c) Brake load resolution <= 100N d) Suitable roller diameter, length and separation as per the Matrix given in sub-rule (7) of this rule e) Provision for either lifting or braking of roller for easy exit of vehicle f) Approximate Testing speed: 5 km/h+1 km/h g) Roller surface a. Minimum frictional coefficient 0.6 (Supporting documents from Internationally certified agencies or NABL accredited labs in India for	a) Maximum measurable brake load is at least of 40 kN. b) Difference in left and right braking efficiency c) Brake load resolution ≤ 100N d) Suitable roller diameter, length and separation as per the Matrix given in sub-rule (7) of this rule e) Provision for lifting and braking of roller for easy exit of vehicle f) Approximate Testing speed: minimum 2.5 km/h g) Roller surface a. Minimum frictional coefficient 0.6 (Supporting documents from Internationally certified agencies or NABL accredited labs in India for confirmation of

Sl. No.	Equipment	Technical Specification	
		confirmation of minimum frictional coefficient of roller surface need to be provided). b. Service life: Minimum 25000 hrs (Self-declaration from OEM specifying required useful life of rollers without any damage need to be provided) h) Measurement accuracy: within + 100N	minimum frictional coefficient of roller surface need to be provided). b. Service life: Minimum 25000 hrs (Self-declaration from OEM specifying required useful life of rollers without any damage need to be provided) h) Measurement accuracy: within +2% of the measured value
2	Axle Weight Measurement	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. b) Measuring Range: 0-3000 kg c) Resolution: 5 kg d) Accuracy: + 1% of reading	a) Weighing scale for measurement of each axle weight is required. The system should determine this by adding together axle weight, tare weight/Kerb weight of the vehicle. Axle weight measurement system can be separate or integrated within Roller Brake Tester equipment. b) Measuring range: 0-15000 kg c) Resolution: 5 kg d) Accuracy: + 1% of reading
3	Suspension tester	a) Amplitude of excitation: 6.5 mm +/- 5 mm b) Measurement accuracy: + 1% of wheel load	
4	Side slip tester	a) Suitable dimension of track plate length, weight and height b) Measuring range: + 20 m/km c) Measuring resolution: 1 m/km d) Accuracy shall be + 1.0m/km	a) Suitable dimension of track plate length, weight and height b) Measuring range: + 20 m/km c) Measuring resolution: 1 m/km d) Accuracy shall be + 1.0m/km

Sl. No.	Equipment	Technical Specification	
5	Joint Play tester	a) Maximum Force per plate is at least of 6 kN b) Maximum movement on each side: 50-80 mm (Hydraulic)	a) Maximum Force per plate is at least of 30 kN b) Maximum movement on each side: 100 mm (Hydraulic)
6	Electronic Steering Gear Play Detector	a) Capable of measuring angular movement up to + 30° b) Recording mechanism to measure wheel movement against steering movement c) Measurement accuracy: + 2% of full scale deflection	a) Capable of measuring angular movement up to ± 30° b) Recording mechanism to measure wheel movement against steering movement c) Measurement accuracy: + 2% of fullscale deflection
7	Semi-Automatic Head light tester	a) Light Intensity range measure (min): 0-100,000 cd b) Illumination Intensity range measure:0-200 lux c) Headlight tester must have ability to autofocus and should be capable of measuring headlamp with their Centres 500 mm to 1200 mm above ground level d) Vertical and horizontal measuring range: + 50 cm/10 m (+5 %) e) Intensity maximum deviation: +5% of reading. f) Headlamp tester to be placed on a perfectly level surface/rails. g) Maximum deviation of inclination measurement (vehicle orientation): + 0.1%	a) Light Intensity range measure: 0-100,000 cd b) Illumination Intensity range measure: 0-200 lux c) Headlight tester must have ability to autofocus and should be capable of measuring headlamp with their Centres 500 mm to 1200 mm above ground level. d) Vertical and horizontal measuring range: + 50 cm/10 m (+5%). e) Intensity maximum deviation: + 5%. f) Headlamp tester to be placed on a perfectly level surface/ rails. g) Maximum deviation of inclination measurement (vehicle orientation): + 0.1%
8	Opacimeter	a) Equipment to meet specifications as per MoRTH/Central Motor Vehicles Rules, 1989/TAP 115/116 or AIS 137 (part 8)	a) Equipment to meet specifications as per MORTH/Central Motor Vehicles Rules, 1989/TAP 115/116 or AIS 137 (part 8)
9	Exhaust gas	a) The equipment should	a) The equipment should

Sl. No.	Equipment	Technical Specification	
	analyzer	measure gas emissions of gasoline, CNG, LPG as per Central Motor Vehicles Rules, 1989/TAP 115/116 or AIS 137 (part 8) b) Threshold limits as per relevant provisions in rule 115 c) Measuring resolution to be as follows: (i) CO: 0.01% (ii) CO2: 0.1% (iii) HC: 1 ppm (iv) O2: 0.02% for measured values <= 4 % values & 0.1% for measured values >= 4% (v) Lambda: 0.001 RPM counter: 10 rpm d) The maximum deviation allowed in the rpm counter shall be + 20 rpm or + 2 % of the reading, whichever is greater. 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	measure gas emissions of gasoline, CNG, LPG as per Central Motor Vehicles Rules, 1989/TAP 115/116 or AIS 137 (part 8) b) Threshold limits as per relevant provisions in rule 115 c) Measuring resolution to be as follows: (i) CO: 0.01% (ii) CO2: 0.1% (iii) HC: 1 ppm (iv) O2: 0.02% for measured values <= 4% values & 0.1% for measured values >= 4% (v) Lambda: 0.001 RPM counter: 10 rpm d) The maximum deviation allowed in the rpm counter shall be + 20 rpm or + 2% of the reading, whichever is greater 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.
10	Speedometer Tester/Speed Governor Tester	a) Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in clause (7) of this rule b) Provision for lifting and braking of roller for easy exit of vehicle c) Measuring range: 20 - 160 km/h d) Resolution: 1 km/h	a) Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in clause (7) of this rule b) Provision for lifting and braking of roller for easy exit of vehicle c) Measuring range: 25 - 100 km/h d) Resolution: 1 km/h

Sl. No.	Equipment	Technical Specification	
		e) Accuracy: + 1% of indicated reading	e) Accuracy: + 1% of indicated reading
11	Sound level meter	a) Recommended as per IEC 60651/IEC 61672-1 b) Measuring level: ≥30dB to ≤120dB c) Frequency A & C d) Accuracy: + 1.5 dB e) Tripod stand mounted f) Build battery for power source of charging from outlet of 220V AC and USB g) Resolution: 0.1 dB The location of the Sound Level Meter to be clearly marked on the test station.	a) Recommended as per IEC 60651/IEC 61672-1 b) Measuring level: ≥30dB to ≤120dB c) Frequency A & C d) Accuracy: + 1.5 dB e) Tripod stand mounted f) Build battery for power source of charging from outlet of 220V AC and USB g) Resolution: 0.1 dB The location of the Sound Level Meter to be clearly marked on the test station.
12	OBD Scan Tool	a) Compliant to: OBDII/EOBD/HD-OBD/WWH-OBD Scan-Tool in accordance with SAE J1979, SAE J1939 and ISO 27145 b) Must support all OBD modes c) Diagnostics Communication mediums supported: KWP2000 (K-Line, CAN TP2.0 and ISO-CAN), UDS (ISO-CAN)	a) Compliant to: OBDII/EOBD/HD-OBD/WWH-OBD Scan-Tool in accordance with SAE J1979, SAE J1939 and ISO 27145 b) Must support all OBD modes c) Diagnostics Communication mediums supported: KWP2000 (K-Line, CAN TP2.0 and ISO-CAN), UDS (ISO-CAN)
13	Test Fingers (for Electric & Hybrid-Electric Power train vehicles only)	a) IPXXB & IPXXD test fingers	a) IPXXB & IPXXD test fingers
14	Insulation Tester (for Electric & Hybrid-Electric Power train vehicles only)	a) Rated measuring voltage: upto 1000 V DC/AC (45 to 65 Hz) (b) Measuring range: 10kΩ to 100MΩ or better (c) Accuracy: upto 10MΩ + 2% of reading & above 10MΩ + 5% of reading	a) Rated measuring voltage: upto 1000 V DC/AC (45 to 65 Hz) b) Measuring range: 10kΩ to 100MΩ or better c) Accuracy: upto 10MΩ + 2% of reading & above 10MΩ + 5% of reading

Sl. No.	Equipment	Technical Specification	
15	Free Roller Set (For Speedometer test on All Wheel Drive vehicles)	a) The device shall be portable to accommodate large variations in wheelbase of the vehicle b) It shall allow driven axels to turn without touching the floor. It shall be composed of a chassis with free turning wheels mounted onto it. c) The device shall be designed to ensure safety of nearby people and vehicles so a proper restraint system shall be proposed	
16	Bogie Roller Set (For Roller Brake Test or Speedometer Test on multi-axle HCV with more than one live axle)		a) Proper braking mechanism for locking of rollers during exit of vehicle shall be provided (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

Technical Specifications of equipment for testing Two Wheelers

Sl. No.	Equipment	Parameter	Technical specifications
17	Roller brake tester	(a) Maximum load charge per wheel	1T
		(b) Maximum measurable brake load	3 kN
		(c) Minimum Roller Diameter	suitable roller diameter to test all types of mopeds, scooters & motorcycles
		(d) Minimum Roller Separation	Suitable roller separation to test all types of mopeds, scooters & motorcycles
		(e) Minimum Roller Length	Suitable roller length to test all types of mopeds,

Sl. No.	Equipment	Parameter	Technical specifications
			scooters & motorcycles
		(f) Roller Surface-Minimum frictional coefficient	0.6
		(g) Roller Surface Service life	Min. 50000 hrs.
		(h) Brake load resolution	<= 10N
		(i) Brake load accuracy	+ 10N of measured value
		(j) Approximate testing speed	5 km/h
18	Semi-Automatic Headlight tester	(a) Light Intensity range measure (min)	0 - 100000 cd
		(b) Illumination Intensity range measure	0-200 lux
		(c) Headlight tester capable of measuring headlamp with their Centre above ground level	240 mm to 1500 mm
		(d) Vertical and horizontal measuring Range	+50 cm/10 m (+15 %)
		(e) Maximum deviation of intensity	+ 5 % of reading
		(f) Headlamp tester to be placed on a perfectly level surface/ rails	

Technical Specifications of equipment for testing Three-Wheeler

Sl. No.	Equipment	Specification
19	Towing trolley or rail Trolley (For front wheel of 3-Wheeled vehicle)	(i) Towing trolley should be capable of safe movement of front wheel of 3-wheelers by sliding over the inspection pit. (ii) Locking mechanism should be provided for loading & unloading of front wheel of 3-wheelers on the trolley.

ANNEXURE-D
OPERATION & MAINTENANCE REQUIREMENTS

PART 1: REGISTRATION PROCEDURE FOR AUTOMATED TESTING STATION

The Concessionaire shall operate and maintain the facility and the machinery adhering to all provisions of Motor Vehicles Act, 1988, Central Motor Vehicles Rules 1989 as amended from time to time. In addition to the same, the following conditions are to be adhered to regarding the operation and maintenance of the facility. In case of any discrepancies, Rule 175 of the CMVR 1989 stands final.

1. No operator of an automated testing station shall issue or renew a certificate of fitness to any vehicle or commence any operations without having a Registration Certificate, granted to it by the registering authority in Form 62.
2. In case of a new automated testing station, the application for grant of Registration Certificate shall be preceded by the grant of a Preliminary Registration Certificate for construction or establishment of such station and thereafter, upon setting up or construction or establishment of the automated testing station and its successful precommissioning audit and assessment, the applicant can submit an application for grant of Registration Certificate to start operations.
3. The application for grant of Preliminary Registration Certificate under sub-rule (2) shall be made in Form 63 by the owner or operator to the registering authority and shall be accompanied by the fee as specified in rule 188.

3.(a) The Central Government shall set up an electronic portal for Single Window Clearance on which the applicant will apply and upload documents and required fee for registration.

4. The preliminary registration shall be as follows:
    i. The registering authority, shall, while considering an application for the grant of a Preliminary Registration Certificate, ensure that the applicant satisfies all the requirements as specified in rule 176.
    ii. The registering authority shall while considering an application under this rule, take into consideration the possible utilization of the automated testing stations and the fact that the setting up of the automated testing station shall improve the availability of testing facilities in the area both in relation to the number of vehicles and proximity to such automated testing station.

5. The registering authority, on receipt of an application under sub-rule (3), and after satisfying himself that the applicant has complied with the requirements of sub-rule (4), grant the Preliminary Registration Certificate in Form 61 within thirty days from the date of receipt of such application:

   PROVIDED that no application for the grant of a Preliminary Registration Certificate shall be refused by the registering authority unless the applicant is given an opportunity of being heard and reasons for such refusal are given in writing by the Registering Authority.

6. The applicant, upon the establishment of the automated testing station, shall appoint National Accreditation Board for Testing and Calibration Laboratories - accredited agency or any other agency notified by the Central Government for conducting pre-commissioning audit and assessment of the automated testing station.
7. An application for grant or renewal of a Registration Certificate shall be made in Form 64 to the registering authority and shall be accompanied by,
   i. the fee as specified in rule 188;
   ii. security deposit or bank guarantee as specified in rule 188;
   iii. the Preliminary Registration Certificate as referred to in sub-rule (2), wherever applicable;
   iv. successful pre-commissioning audit and assessment report in Form 66.
8. The registering authority shall, while considering an application for the grant or renewal of a Registration Certificate, ensure that the applicant satisfies all the requirements as provided in rules 176 to 179.
9. The registering authority may, on receipt of an application under sub-rule (7), and after satisfying himself that the applicant has complied with the requirements of sub-rule (8), grant or renew the Registration Certificate in Form 62 within sixty days from the date of receipt of the application:

   PROVIDED that no application for grant of a Registration Certificate shall be refused by the registering authority unless the applicant is given an opportunity of being heard and reasons for such refusal are given in writing by the registering authority.

10. The Preliminary Registration Certificate, Registration Certificate, all observations made in relation to the application for grant of Preliminary Registration Certificate and Registration Certificate, the objections or reasons due to which the Preliminary Registration Certificate or Registration Certificate is refused, shall be duly uploaded on

the electronic portal within three working days of passing any order under sub-rules (5) and (9).

(A) **Validity and renewal of Registration**

1. A Preliminary Registration Certificate shall be valid for the period of setting up or construction or establishment of the automated testing station, which shall be mutually agreed between the State Government and the owner or operator and specified in the Preliminary Registration Certificate.
2. A Registration Certificate shall be valid for a period of ten years from the date of issuance and its subsequent renewal shall be valid for a period of ten years from the date of renewal, and an application for renewal of registration may be made three months before the expiry of the period of such registration.
3. The Preliminary Registration Certificate and Registration Certificate shall not be transferable.
4. Where the Preliminary Registration Certificate or Registration Certificate is lost or destroyed, the holder of such certificate shall intimate the facts to the registering authority which has granted or renewed the certificate and shall apply for a duplicate certificate under sub-rule (5) in Form 65 intimating the reasons thereof.
5. An application for issuance of duplicate Preliminary Registration Certificate or Registration Certificate shall be made in Form 65, along with appropriate fee, as specified in rule 188.
6. The registering authority may issue a duplicate certificate in Form 61 or Form 62, as the case may be, with clearly marked word "DUPLICATE" on top right corner.
7. The duplicate certificate shall be immediately surrendered to the registering authority if the original is traced out or found at a future date.

PART 2: TESTING PROCEDURES OF AUTOMATED TESTING STATION

The concessionaire shall adhere to the following procedures while conducting the tests at the Automated Testing Stations as per the rule 181 and rule 182 of CMVR 1989.

1. The appointment for fitness test at any automated testing station shall be booked electronically, through the electronic portal, set up by the Central Government within six months from the date of notification of the Central Motor Vehicles (Twenty First Amendment) Rules, 2021, on depositing the fee as specified in rule 81, electronically or such other manner as may be laid down by the Central Government [and the vehicle owner shall get the refund of the fee deposited on cancelling the appointment for fitness test].
2. Until the electronic portal referred to in sub-rule (1) is developed, the bookings for fitness tests shall be done either manually or through the electronic portal of the State or Union territory Governments.
3. The following documents and information shall be uploaded or entered, as applicable, at the time of booking a slot for fitness test at an automated testing station, namely :- (i) Registration Certificate of Vehicle, along with Form 25, wherever applicable; (ii) valid Insurance Certificate; (iii) last valid Permit, wherever applicable; (iv) mobile number and email ID of the registered owner or authorised signatory.
4. The other details related to the vehicle, not limited to the following, shall be fetched automatically from the VAHAN database, namely :- (i) Chassis Number; (ii) Engine number; (iii) Fuel; (iv) Vehicle Class; (v) Vehicle Category; (vi) Make and Model; (vii) Gross Vehicle Weight (GVW); (viii) Month and Year of Manufacture; and (ix) Speed Governor Serial Number, wherever applicable.
5. The list of tests to be conducted along with the reference standards shall be as per rule 189, as applicable from time to time.
6. The data generation, processing and storage shall be done in a manner so as to ensure that,-
    i) the database is stored in a data management software platform to enable easy exchange and analysis of data with other platforms;
    ii) all automated test results shall be automatically transmitted from testing equipment to a central server installed in the automated testing station and visual checks data, including photographs, shall also be transferred on the same server;
    iii) the fitness criteria for pass or fail shall be automatic and in accordance with rule 189;
    iv) The tested data shall be maintained as follows:

a) display of testing station in a test lane shall not indicate any test result;
b) all test results shall be masked on the test lane with encrypted test data;
c) the test report shall be generated automatically and digitally signed with relevant details, immediately after completion of all tests;

v) the test data and report generated shall be kept in a safe and secured facility and uploaded on the electronic portal;
vi) photographs of vehicle and its Chassis and Engine number shall be captured by Global Positioning System enabled camera and shall be kept in a secured facility and uploaded on the electronic portal along with the tests data and report.

7. The certificate of fitness, if granted, in Form 25 or Form 38, as the case may be, and test report [in Form 69,] so generated shall be sent to the registered owner or authorised signatory through physical and electronic mode and the test report shall include the following, namely :
   i) station Name and registration number;
   ii) date and time of the test;
   iii) vehicle details - Registration number, Type, Make and Model;
   iv) visual check details; (v) measured and permissible values of functional tests;
   v) date of calibration of each equipment of the automated testing station on which tests are conducted;
   vi) list of functional tests or visual checks failed by the vehicle, in case certificate of fitness is not granted.
8. The results shall also be integrated with VAHAN Database.
9. Notwithstanding anything in the fourth proviso to sub-rule (1) of rule 62, the automated testing station may accept and test the vehicle registered in any of the States or Union territories.
10. On completion of test, the vehicle owner shall receive a text message mentioning if the vehicle passed or failed the test on their registered phone number.
11. The competent officer of the Regional Transport Office concerned will evaluate the test results uploaded on the VAHAN Portal and if the results comply with the requirements of the Motor Vehicle Act, 1988 and the rules made thereunder, then the concerned officer will approve the test results accordingly.

12. After approval of test results by the concerned officer of Regional Transport Office, the User/ vehicle owner shall print the certificate of fitness in the prescribed Form of CMVR 1989 as amended.
13. If the concerned officer of Regional Transport Office does not approve/reject the test results within 2 working days from the date of upload of test results, then it will be treated as deemed approval by the said officer and VAHAN Portal will auto approve the said test results.

The grant and renewal of certificate of fitness to the vehicles as per characteristics given in table-H in sub-rule (7) of rule 190 shall be made at an automated testing station only after carrying out the following checks and tests as specified in the table-D given below :-

Table - D

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(1)	Headlamp dipped Beam	Yes	No	Functional	AIS-128	Functional test requirements: Horizontal cut off of passing beam shall always be below headlamp centreline and the deviation shall be within 0.5% to 2.5%.
(2)	Headlamps Assembly	No	Yes	Visual	rule 105 and AIS-008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev. 1)	Visual inspection parameters: (i) Bulb should be working (ii) Head lamp operating switch working; (iii) No broken lens; (iv) Lens of the lamp should not be painted with colour OR pasted with sticker (v) No moisture deposition on the inside surface of the lens.
(3)	**Lights**					

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(a) Top Lights	No	Yes	Visual	rule 107, 108 and AIS:008 or AIS-008 (Rev. 1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) For the lamps with dual coloured lens, red lens shall be oriented towards rear and white shall be towards front; (v) No moisture deposition on the inside surface of the lens; (vi) Secured fitment of the lamps.
	(b) Stop Lights	No	Yes	Visual	rule 102 and AIS-008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev.1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working on actuation of the brake; (iv) No moisture deposition on

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						the inside surface of the lens; (v) Secured fitment of the lamps.
	(c) Parking Lights	No	Yes	Visual	rule 109 and AIS-008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev. 1)	Visual inspection parameters: (i) Colored lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(d) Fog Lamps (if fitted)	No	Yes	Visual	AIS-008 or AIS-008 (Rev. 1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) No moisture deposition on the inside surface of the lens;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(v) Secured fitment of the lamps.
	(e) Warning Lights in Ambulance	No	Yes	Visual	rule 108 and AIS-125 (Part 1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(f) Number Plate Light	No	Yes	Visual	rule 108 and AIS-008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev. 1)	Visual inspection parameters: (i) White light shall be used for illuminating number plate; (ii) Lens should not be broken; (iii) Lamps shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						fitment of the lamps.
	(g) End-Outline Marker Lamps	No	Yes	Visual	AIS-008 or AIS-008 (Rev. 1)	Visual inspection parameters: (i) Ensure secured fitment of end outline marker lamps; (ii) Coloured lens shall not be faded; (iii) Lens should not be broken; (iv) No moisture deposition on the inside surface of the lens; (v) Red coloured lens shall face towards rear and white lens to the front.
	(h) Direction Indicators	No	Yes	Visual	rule 102 and AIS:008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev. 1)	Visual inspection parameters: (i) Flashing light emitted shall be Amber in colour; (ii) Lens should not be broken; (iii) Lamps shall be working; (iv) No moisture

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(i) Hazard Warning Signal lamp	No	Yes	Visual	AIS:008 or AIS-008 (Rev. 1) and AIS-009 (Rev. 1)	Visual inspection parameters: (i) Flashing light emitted shall be Amber in colour; (ii) Ensure simultaneous operation of all direction indicator lamps by use of switch.
(4)	Suppressor cap/High Tension cable	No	Yes	Visual	-	Visual inspection parameters: (A) Suppressor Cap: (i) Suppressor cap shall be in good condition (B) High Tension Cable: (i) High Tension cable shall be properly insulated; (ii) Proper terminal connections shall be made on both sides of

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						High-Tension cable.
(5)	Rear View Mirrors	No	Yes	Visual	rule 125(2) and AIS-002 (Part-1) & (Part-2) (Rev. 1)	Visual inspection parameters: Ensure fitment of required class of the mirror as per AIS 002 (Part-1)/(Part-2) (Rev-1); Symbol I/II/III/IV/V/VI/VII specifying the class to which the type of mirror belongs shall be ensured on the mirror marking; Secured fitment of mirrors in good condition.
(6)	Safety Glass (Windscreen)	No	Yes	Visual	(a) rule 100 and IS:2553 (Part 2) (b) Bureau of Indian Standards license marking for the vehicles registered from 1st April, 2021.	Visual inspection parameters: (i) Except the glass area covered by stickers such as FasTag/Permits / Badges, the windscreen glass shall be transparent; (ii) the laminated safety glass for windscreen

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						application shall bear clear and indelible 'LW" or 'Il' or IV or II/P marking in addition to the trademark or manufacturer's logo as specified in IS:2553 (Part 2); (iii) Glass shall not be damaged / cracked; Coloured films shall not be pasted on the glass.
(7)	Horn	No	Yes	Visual and Functional	IS-1884, rule 119 and IS-15796	Visual inspection parameters: (i) Multi-toned horn giving a succession of different notes or with any other sound producing device giving an unduly harsh, shrill, loud or alarming noise shall not be used; (ii) Horn shall be securely fitted; (iii) Horn shall be functioning;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(2) Functional test requirements: (i) Sound pressure level of the horn installed on the vehicle shall be as per IS: 15796.
(8)	**Silencer**					
	(a) Silencer	No	Yes	Visual	rule 120 and IS10399:1998	Visual inspection parameters: (i) Ensure no leakage; (ii) Secured fitment of silencer; (iii) Silencer shall not be excessively rusty or damaged;
	(b) Exhaust Noise Test (dB)	No	No	Functional		Functional test requirements: (i) Stationary noise test as per IS10399:1998
(9)	**Windscreen Wiper**					
	(a) Windscreen Wiper Blades	No	Yes	Visual	rule 101, AIS-045, IS:15804 and IS:15802	Visual inspection parameters: (i) Ensure presence of wiper blades; (ii) Wiper blade shall be in good

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						condition.
	(b) Windscreen Wiper System	No	Yes	Functional	rule 101, AIS-045, IS: 15804 and IS: 15802	Visual inspection parameter: (i) Ensure operation of each wiper arm(s) to cover maximum area of the windscreen; (ii) In split type windscreen for vehicles other than three-wheelers, wiper shall be operable for each windscreen; Wiper shall be securely fitted.
(10)	Dashboard Equipment	No	Yes	Visual	AIS-071 (Part 1)	Visual inspection parameters: (i) Ensure secured mounting; (ii) Wiring shall be insulated; (iii) Dashboard illumination shall be functioning; (iv) Warning lights for ABS, lights, brake system, battery charging, OBD or engine

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						malfunction, fuel label, engine oil pressure, engine coolant temperature shall not remain illuminated.
(11)	**Exhaust**					
	(a) Exhaust gas emission - CO%	Yes	No	Functional	Rule 115(2) (i) - TABLE	Applicable for Petrol/CNG/LPG driven vehicles
	(b) Exhaust gas emission - HC (ppm)	Yes	No	Functional		
	(c) Exhaust gas emission (High idle emission) - CO%	Yes	No	Functional	Rule 115(2) (i) - TABLE A	Applicable for petrol driven 4-Wheeler vehicles manufactured as per BS IV or BS VI norms and petrol driven 3-Wheeler vehicles manufactured as per BS VI norms
	(d) Exhaust gas emission (High idle	Yes	No	Functional		Applicable for petrol/CNG/LPG driven 4-Wheeler vehicles

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	emission) - Lambda					manufactured as per BS IV or BS VI norms and petrol/CNG/LPG driven 3-Wheeler vehicles manufactured as per BS VI norms
	(e) Smoke Density (Free Acceleration test applicable for Diesel vehicles)	Yes	No	Functional	Rule 115 (2) (ii) - TABLE	Applicable for Diesel vehicles
(12)	**Braking System**					
	(a) Service Brakes	Yes	Yes	Visual and Functional	AIS-128	(1) Visual inspection parameters: (i) Fittings shall be secured; (ii) Brake hoses shall not be damaged or cracked; (iii) No leakage of brake fluid. (2) Functional test requirements for service brakes: Braking efficiency measured on roller brake

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						tester should be at least 27.23%.
	(b) Parking Brakes	Yes	Yes	Visual and Functional		
(13)	Steering Gear	Yes	Yes	Functional	rule 98	Functional test requirements: Back-lash/Free play in steering gear shall not be more than 30 degrees.
(14)	Side Slip Test (This test applies to all categories of vehicles except 3-wheelers)	Yes	No	Functional	As per specification	
(15)	Suspension Test (Applicable for vehicles having GVW upto 3.5 ton excluding 3-wheelers)	Yes	No	Functional	-	Functional test requirements: No significant difference between suspension system efficiency of left and right side of vehicle.
(16)	Joint Play Test	No	Yes	Visual and Functional		Visual inspection parameters: (A) Suspension system: (i) Ensure secured

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						attachment of springs and shock absorbers to chassis or axle; (ii) Springs shall not be damaged or fractured; (iii) Shock absorber dampers shall not have any oil leakage; (iv) Excessive wear shall not happen in swivel pin or bushes or at suspension joints; (v) In case of Air suspension, ensure no audible system leakage (B) Axle: (i) Secured fixing to the vehicle; (ii) Axle shall not be fractured or deformed; (iii) Excessive wear shall not happen in the swivel pin or bushes. (C) Steering System: Check:

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						for tie rod ends play or loose joints/bushes, etc.
(17)	**Speedometer**					
	(a) Speedometer	Yes	Yes	Visual	rule 117 and IS-11827-2008	Visual inspection parameters: (i) Securely fitted; (ii) Sufficiently illuminated; (iii) Dial cover shall not be broken; (iv) Indicator needle operational.
	(b) Speedometer Test (For E-rickshaw or E-cart)	Yes	No	Functional	As per specification	The vehicle shall be driven in unladen condition (with full charge and at full accelerator position) on straight, flat road or roller and when the vehicle attains full speed, the maximum speed shall be calculated by measuring time taken to travel fixed distance (viz 50 metres). Maximum speed of the

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						vehicle shall not be more than 25 km/hr.
(18)	Rear under run protection device (RUPD) for N2, N3, T3 and T4	No	Yes	Visual	rule 124 (1A) and IS-14812-2005	Visual inspection parameters: (i) Rear Underride Protection Device shall be fitted; (ii) Rear Underride Protection Device shall not be cracked, corroded or damaged; (iii) Ensure that ground clearance and dimensions of Rear Underride Protection Device shall be as per IS-14812-2005.
(19)	Lateral under run protection device (LUPD) for N2, N3, T3 and T4	No	Yes	Visual	rule 124 (1A) and IS-14682-2004	Visual inspection parameters: (i) Lateral under run protection device shall be fitted (ii) Lateral under run protection device shall not be cracked, corroded or

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						damaged (iii) Ensure that dimensions of Lateral under run protection device shall be as per IS-14682-2004.
(20)	FASTag	No	Yes	Visual	rule 138(A)	Visual inspection parameters: (i) To be affixed on the front windscreen; (ii) FASTag shall not be damaged.
(21)	Priority Seats, Signs, securing of crutches/ canes/walker, hand rail/ stanchions, controls at priority seats for differently abled passengers and passengers with reduced mobility	No	Yes	Visual	sub-rules (1) and (7) of rule 125C, AIS-052 (Rev. 1) and AIS-153	Visual inspection parameters: (i) Buses fitted with a priority seat shall have pictogram(s) visible from the outside, both on the front nearside of the bus and adjacent to the relevant service door(s); (ii) A pictogram shall be placed internally adjacent to the priority seat; (iii) All Type I buses shall

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						have at least two passenger seats in case of Mini and Midi buses and four passenger seats in case of other buses designated as priority seats for persons with disabilities; (iv) Priority seats shall be only of the forward-facing type and preferably be located behind the driver's seat; (v) The priority seats shall be provided with appropriate facility for securing the crutches, canes, walkers, etc. to facilitate convenient travel for persons with disabilities; (vi) Handrails or stanchions shall be provided at the entrance of all Type I buses; (vii) All Type I

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						NDX buses shall be provided with controls adjacent to priority seats for requesting stops and which alert the driver that a mobility aid user wishes to disembark; (viii) Communication devices shall be placed adjacent to any priority seat.
(22)	Wheel chair entry /housing locking arrangement for wheel chair for differently abled passengers and passengers with reduced mobility	No	Yes	Visual	sub-rules (1) and (7) of rule 125C, AIS-052 (Rev. 1) and AIS-153	Visual inspection parameters: (i) Buses fitted with a wheelchair space shall have pictogram(s) visible from the outside, both on the front nearside of the bus and adjacent to the relevant service door(s); (ii) One of the pictograms shall be placed internally adjacent to each

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						wheelchair space indicating whether the wheelchair is to be positioned facing the front or the rear of the bus; (iii) Wheelchair space shall be provided with a restraint system capable of restraining the wheelchair and the wheelchair user; (iv) Ensure sufficient space available for the Wheelchair user to maneuver without the assistance of a person; (v) Vehicles of Type I shall have identified area to accommodate at least one wheelchair user; (vi) Communication devices shall be placed within identified wheelchair

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						area.
(23)	Vehicle Location Tracking (VLT) Device	No	Yes	Visual	AIS-140	Visual inspection parameters: (i) Vehicle Location Tracking shall be installed; (ii) Emergency alarm button shall be working.
(24)	High Security Registration Plate (HSRP)	No	Yes	Visual	rule 50 and AIS-159	Visual inspection parameters: (i) High Security Registration Plates installed at the front & rear of the vehicle; (ii) Securely fixed.
(25)	Battery	No	Yes	Visual		Visual inspection parameters: (i) Secured mounting; (ii) Ensure no leakage; (iii) Ensure top is clean, dry, free of dirt and grime.
(26)	Safety belt (Seatbelt)	No	Yes	Visual	rule 125(1-A) and AIS-015 or IS-15140:200	Visual inspection parameters: (i) Mandatory safety belts

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
					3	shall be available and securely fitted; (ii) Safety belts shall not be damaged; (iii) Safety belt anchorage shall not be loose; (iv) Seatbelt reminder system, if available, should be functioning; (v) G-lock of seatbelt should be functioning.
(27)	Speed Governor	Yes	Yes	Visual and Functional	rule 118 and AIS-018	(1) Visual inspection parameters: (i) Securely fitted; (ii) Speed governor shall be sealed; (iii) Electrical wirings of speed governor shall not be disconnected; (2) Functional test requirements: (i) 80 km/hr for every transport motor vehicle of category M and N manufactured

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						on or after 01st Oct, 2015; (ii) For transport vehicles manufactured on or after 01st October, 2015 that are dumpers, tankers, school buses, those carrying hazardous goods or any other category of vehicles, as may be specified by the Central Government by notification, the maximum speed limit is 60 km/hr or any other speed as specified by the State Government.
(28)	Spray Suppression Devices	No	Yes	Visual	AIS-013 (Rev. 1)	Visual inspection parameters: Ensure presence of securely fitted spray suppression devices.
(29)	Tyres	No	Yes	Visual	rule 94 and 95	Visual inspection parameters:

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(i) Tyres shall not have any serious damage (patched or repaired by an outside gaiter patch other than a vulcanized repair) or cut; (ii) The Non-Skid Depth (NSD), shall not be less than 0.8 mm in the case of three wheelers, quadricycle, E-rickshaw and E-Cart and1.6 mm in the case of other motor vehicles, below the Tread Wear Indicator (TWI) embedded in tyres at the time of manufacture; (iii) Tyres shall be properly inflated; (iv) Tyres shall not show signs of incipient failure by local deformation or swelling; (v) Tyre casing fabric shall not be exposed due to wear of the tread or by any

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						unvulcanised cut or abrasion in any of its parts; (vi) Temporary spare wheel or tyre puncture repair kit shall be available.
(30)	Retro-Reflector and reflective tapes	No	Yes	Visual	rule: 104, AIS-090 and AIS-037, AIS-057 and AIS-057 (Rev. 1)	Visual inspection parameters: (A) Reflectors (i) Ensure presence of clean reflectors; (ii) Secured fitment of reflectors; (iii) Reflectors shall not be in damaged condition; (iv) Ensure that colour of reflectors shall be as per rule 104, i.e., red colour to the rear or white to the front. (B) Reflective Tapes (i) Ensure presence of clean reflective tapes; (ii) Securely pasted to vehicle body; (iii) Ensure that size, colour and

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						location of reflective tapes shall be as per rule 104; (iv) Reflective tapes shall not be damaged; (v) The marks shall be visible, clearly legible on the outside of the marking material and shall be indelible.
Additional tests to be conducted on Electric Vehicles (EV) & hybrid-electric power train vehicles						
(31)	Protection against electric shock. (For electric & hybrid electric power train vehicles only) if system voltage is >60 VDC or 30 VAC)	No	No	Visual and Functional	AIS-038 (Rev. 1) and (Rev. 2) as amended from time to time	(1) Visual inspection parameters: (i) Ensure access probe shall not touch live parts; (ii) In the case of the test for IPXXB in the areas other than passenger compartment or luggage compartment, the jointed test finger may penetrate to its 80 mm length, but the stop face (diameter 50 mm x 20 mm) shall not pass through

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						the opening; (iii) In case of the tests for IPXXD inside the passenger compartment or luggage compartment, the access probe may penetrate to its full length, but the stop face shall not fully penetrate through the opening. (2) Functional test requirements: (i) When the requirements of IPXXB and IPXXD are verified by a signal circuit between the probe and live parts, ensure that the lamp shall not light
(32)	Insulation Resistance Measurement Test (For Electric vehicles & hybrid electric	No	No	Functional	AIS-038 (Rev. 1) and (Rev. 2) as amended from time to time	Functional test requirements: (i) Insulation resistance measured should be greater than 50052/V. (ii) The

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	power train vehicles only) If system voltage is >60 V DC or 30 V AC					measurement of test parameters may be automated while test set-up is manual
(33)	State of Charge (SOC) Indicator on Dashboard (For Electric vehicles only)	No	Yes	Visual	AIS-038 (Rev. 1)	Visual inspection parameters: (i) Manufacturer supplied SOC indicator shall be in working condition to see charging status of Battery.
Tests to be conducted on Two Wheelers						
(34)	Headlight	Yes	Yes	Functional and Visual	AIS-009 (Rev.1): 2011, Clause No. 6.2.5.2	The vertical inclination of the passing beam headlamp shall remain between - 0.5% and - 2.5%, except in the case where an external adjusting device is present
(35)	**Emission**					
	(a) Exhaust gas emission -	Yes	No	Functional	Rule 115 (2) (i) - TABLE	

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	CO%					
	(b) Exhaust gas emission - HC (ppm)	Yes	No	Functional		
	(c) Exhaust gas emission (High idle emission) - CO%	Yes	No	Functional	Rule 115(2) (i) - TABLE A	Applicable for petrol driven 2-Wheeler vehicles manufactured as per BS VI norms
	(d) Exhaust gas emission (High idle emission) - Lambda %	Yes	No	Functional		Applicable for petrol/CNG/LPG driven 2-Wheeler vehicles manufactured as per BS VI norms
(36)	Braking System	Yes	Yes	Functional		
Additional tests to be conducted on Two-Wheeler Electric Vehicles						
(37)	Protection against electric shock (For electric vehicles only) If system voltage is > 60V DC or 30 V AC	No	No	Visual and Functional	AIS-038 (Rev.1) and (Rev. 2) as amended from time to time	(1) Visual inspection parameters: (i) Ensure access probe shall not touch live parts; (ii) In the case of the test for IPXXB in the areas other than passenger compartment or luggage compartment,

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						the jointed test finger may penetrate to its 80 mm length, but the stop face (diameter 50 mm x 20 mm) shall not pass through the opening; (iii) In case of the tests for IPXXD inside the passenger compartment or luggage compartment, the access probe may penetrate to its full length, but the stop face shall not fully penetrate through the opening. (2) Functional test requirements: (i) When the requirements of IPXXB and IPXXD are verified by a signal circuit between the probe and live parts, ensure that the lamp shall not light
(38)	Insulation Resistance	No	No	Functional	AIS-038 (Rev.1)	Functional test requirements:

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	Measurement Test (For Electric vehicles only) If system voltage is >60V DC or 30V AC				and (Rev. 2) as amended from time to time	(i) Insulation resistance measured should be greater than 500Ω/V. (ii) The measurement of test parameters may be automated while test set-up is manual
Additional tests to be conducted on Vehicles other than Two Wheeler and Three Wheeler						
(39)	Malfunction Indicator Lamp - MIL (part of OBD Scan Tool)	No	No	Visual	As per CMVR 1989	If MIL is "On", it indicates the emission circuit discontinuity.

Notes:

1. The vehicle that fails any of the above tests, except serial numbers 14, 15, 16, 17(a) and 39 (which are only for information purpose, informing about the health of the vehicle to the owner), shall be declared Unfit. The registered owner or authorised signatory of the vehicle shall have an opportunity to apply for a re-test within thirty days of such result, after getting the defect specified in the test report of initial inspection, rectified. Such vehicle shall be re-tested only for the test(s) which it failed during initial inspection.
2. During the initial inspection, if the vehicle fails any of the tests as specified in serial number (1), (11), (12(a)), (13), 17(b), (31), (32), (34), (35), (37) and (38) and is not re-tested within thirty days of such result, such vehicle shall be declared as End-of-Life Vehicle (ELV).
3. During re-test, if the vehicle passes all the tests failed in initial test, it will be declared Fit. However, as a result of the re-test, if the vehicle fails any of the tests as specified in serial

number (1), (11), 12(a), (13), 17(b), (31), (32), (34), (35), (37) and (38), as the case may be, according to the type of the vehicle, such vehicle shall be declared as End-of-Life Vehicle (ELV). In case, during the re-test, a vehicle fails any test, except the tests specified in serial numbers 14, 15, 16, 17(a) and 39 of Table-D, such vehicle shall be declared as Unfit.

4. In case the retest (partial or complete test) is ordered by the Appellate Authority and,-
    i) if the vehicle fails any of the test(s) as specified in serial numbers (1), (11), (12(a)), (13), (17(b)), (31), (32), (34), (35), (37) and (38), such vehicle shall be declared as End-of-Life Vehicle (ELV).
    ii) If the vehicle fails any of the test(s) other than those listed in (i) above and except serial numbers (14), (15), (16), (17(a)) and (39) (which are only for information purpose), such vehicle shall be declared as Unfit.
    iii) If the vehicle passes all the tests (except serial numbers (14), (15), (16), (17(a) and (39), which are only for information purpose), such vehicle shall be declared as Fit.
5. Reference and Standards quoted under column (6) against each item are indicative that the provisions exist under the Central Motor Vehicles Rules, 1989 and concerned Automotive Industry Standards /Indian Standards, except serial numbers (14), (15), (16), (17(a)) and (39), which are to inform the registered owner or authorised representative about the health of the vehicle. These are valid as on date and shall be applicable as amended from time to time.

    Explanation: For the removal of doubt, it is hereby clarified that the items viz., FASTag, Vehicle Location Tracking Device, High Security Registration Plate, Safety Belt (Seatbelt), Battery, etc., which cannot be tested through the automated testing equipment as per column (3), shall be tested in accordance with the applicable provisions of these rules.

6. Visual checks (Interior and exterior vehicle checks) to be carried out before moving the vehicle to the test lane.
7. All stations shall have the capability of accepting login and password, reading Radio Frequency Identification, smartcard or any equivalent device and the tests shall be operated remotely so as to minimise any manual intervention.

8. All Visual checks conducted on a vehicle in an Automated Testing Station shall be photographed using a mobile device and the record of the same shall be preserved for at least six months for audit and assessment purposes.

PART 3 : MANPOWER REQUIREMENT

For effective operations and to maintain the Automated testing facility, the concessionaire shall adhere to the conditions of minimum requirement of manpower as per the following table as mentioned in rule 179 of CMVR 1989, namely :-

Sl. No.	Designation	Minimum manpower requirement	Minimum Qualification
1.	Centre Head/Manager	1	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 thereunder, especially the chapters relating to registration of motor vehicles and construction, equipment and maintenance of motor vehicles.
2.	Information technology in charge/ System Analyst	1 (up to 2 Lanes) 2 (up to 4 lanes)	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 recognised organisation or institutions.
3.	Data Entry Operator	2	Any Graduation Degree or Diploma in Computer Application with basic computer knowledge.
4.	Driver (Light Motor Vehicle/ Heavy Motor Vehicle)	2 per lane per shift	Driving license with minimum five years of driving experience (Light Motor Vehicle or Heavy Motor Vehicle).
5.	Lane in charge/ Supervisor	1 per lane per shift	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 recognised organisation or institutions.
6.	Lane Operator	2 per lane per shift	Industrial Training Institute Diploma in Motor Mechanics or Electrical or Computer stream with minimum two years

Sl. No.	Designation	Minimum manpower requirement	Minimum Qualification
			of experience in automobile repair and maintenance from any recognised organisation or institutions.
7.	Maintenance Technician	1 per lane per shift	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 recognised organisation or institutions.

Note : The ATS facility shall be operated for a minimum of 8 hours per day and a maximum of 16 hours per day.

PART 4 : OVERALL MAINTENANCE AND HOUSEKEEPING

The concessionaire shall maintain and operate the common areas and open spaces of the project facility in a clean and hygienic manner, additionally the following conditions are to be adhered with, The concessionaire shall,

1. Perform routine cleaning of the internal and external areas including the lanes, waiting areas, tracks, roads and other pavements to meet the required service standard.
2. Ensure cleanliness of all common spaces and space inside the Automated Testing Station at periodic intervals.
3. All toilets should be kept fully stocked with supplies and should be made available at all times.
4. All toilets must be kept clean and hygienic at all times.
5. The parking area must be marked properly and must be kept clean at all times.
6. Renew all licenses and Applicable Permits required under Applicable Law for Operation and Maintenance of Site which would include Fire License, CEIG approvals along with 3rd party insurance and any other applicable licenses.
7. The Concessionaire shall place dustbins with colour codes and shall segregate and dispose at the specific location in Site as instructed by the Authority. Necessary safe and environmentally friendly disposal / reuse of waste generated shall be ensured to the extent possible. Further, it shall coordinate with waste hauling services contractor on schedule of hauling of wastes from the Site to the designated disposal site.
8. RO Purified drinking water shall be provided at all operational hours by the concessionaire.
9. In addition, the Concessionaire shall duly observe and adhere to the following Service Level Requirements:

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
1	Routine housekeeping and cleaning of the common spaces of the Site including waiting area, Drinking water	Once every 4 hours	4 Hours	1,000/ 4 Hours

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	area, Retail area, billing and other places of access for public			
2	Cleaning of circulation area, platforms, roads, Parking area etc.,	Once / Day*	8 hours	1,000/ Day
3	Cleaning of Toilets	Once every 2 hours	2 Hour	1,000/ Hours
4	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	Once every shift (or) as per requirement	3 Hours	1,000/ Shift
5	Cleaning of all Admin spaces including, Manager room, IT – Server room, workers rest area, storage and spare room	Once every shift (or) as per requirement	3 Hours	1,000/ Shift
6	Cleaning of test track, Machinery, etc.	Once / Day*	8 hours	1,000/ Day

Note : In case of non-adherence to standards, the Authority may provide with a written notice to the Concessionaire and the same shall be rectified within the additional compliance period with penalty. Non- Adherence to written notice of Authority beyond 24 hours or on a mutually accepted timeline shall be considered as Concessionaire event of default.

PART 5 : AUDIT AND ASSESSMENT

1. The performance and functioning of an automated testing station shall be monitored through periodic audits and Assessment, at such intervals as specified in sub rule 3 of rule 184 of CMVR 1989.
2. The registering authority shall appoint National Accreditation Board for Testing and Calibration Laboratory accredited agency or any other agency notified by the Central Government for conducting such audits and assessments adhering to the conditions mentioned below.
3. The audit and assessment of an automated testing station shall be conducted every six months and the cost of such audit and assessment shall be borne by the operator of the automated testing station and the operator shall upload the audit and assessment report on the electronic portal specified by the Central Government within one month of the completion of the bi-annual financial year, that is, by 31st October and 30th April of that financial year.
4. The audit and assessment of Automated Testing Stations 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 chapter;
    iv) calibration process of machinery;
    v) manpower as per specified qualification under this chapter;
    vi) sample check of at least three vehicles from each lane;
    vii) data integrity; and
    viii) functioning of all the Closed-Circuit Televisions installed in the station.
5. The registering authority, under exceptional circumstances, which shall be adequately recorded, may also conduct surprise audits and assessments of an automated testing station and the cost of such audit and assessment shall be borne by the operator.
6. The officials of the automated testing station shall be responsible for enabling and cooperating with the inspection at any point of time during office hours.

7. The audit and assessment report, including surprise audit and assessment, as specified in Form 67, along with the photographic evidence, shall be uploaded on the electronic portal specified by the Central Government in this regard.
8. Discrepancy , if any in the Audit and Assesment process shall follow the conditions below.
    i) Where any discrepancy pointed out during the audit and assessment, the same shall be rectified by the operator within ten working days from the date of issuance of the audit and assessment report.
    ii) The rectification report shall be submitted to the audit and assessment agency for approval, and to the registering authority for information, within such period as may be directed by the registering authority, through the electronic portal specified by the Central Government.
    iii) The Audit and Assessment agency, if it so desires, may undertake re-audit and re-assessment for validation and approval.