

# Empanelment of Service Provider for Vehicle Tracking System (VTS) Devices in vehicles for transportation of foodgrains by Procurement Agencies

No:Anaaj Kharid/ VTS/349

Dated 12-08-2022

Ву

Department of Food Civil Supplies & Consumer Affairs, Punjab, Anaaj Bhawan, Sector 39 C, Chandigarh

E-mail ID:gmfinance.fcs@punjab.gov.in

#### Abbreviations/Acronyms:

ARAI	Automotive Research Association of India
CIRT	Central Institute of Road Transport
ICAT	International Centre for Automotive Technology
VRDE	<b>5</b> ,
, , , ,	Vehicle Research and Development Establishment
CFMTTI	Central Farm Machinery Training and Testing Institute
IIP	Indian Institute of Petroleum
GARC	Global Automotive Research Centre
NIC	National Informatics Centre
GSM	Global System for Mobile Communication
ISO	International Organization for Standardization
SIM	Subscriber Identity Module
VLT	Vehicle Location Tracking Unit
GNSS	Global Navigation Satellite System
IRNSS	Indian Regional Navigation Satellite System
MORTH	Ministry of Road Transport and Highways
AIS	Automotive Industry Standard
eSIM	Embedded SIM
RFC	Retro fitment Centre
CCC	Command Control Centre of Anaaj Kharid Portal
GAGAN	GPS-aided GEO augmented navigation
OEM	Original Equipment Manufacturer
GPS	Global Positioning System

# **Glossary of Terms**

The definitions of various terms that have been used in this document are as follows: "Service Provider" means a registered firm/company manufacturing and/ or providing Vehicle Location Tracking units in India.

Retro Fitment Centre" means a firm/company who is authorized to sell, install, support and service Vehicle Location Tracking Unit of Manufacturer/ Service Provider.

### 1. Background

About requirement for Vehicle Tracking System (VTS) devices.

#### Reference:

- 1) The Punjab Custom Milling Policy for Kharif 2022-23 dated 02-08-2022.
- 2) The Punjab Foodgrain Transportation Policy 2022 as amended.

The Department of Food and Civil Supplies Punjab in order to prevent illegal rice recycling of PDS rice and to prevent bogus billing / purchase of paddy has made provisions in the Punjab Custom Milling Policy for Kharif 2022-23 that the movement of the paddy from mandi to mill will be monitored through GPS. Consequently, the following provisions have been made vide clause 12 of the policy detailed as below: -

- a. The responsibility of transporting free paddy stocks from mandi yard to the mill premises lies with the Transport contractor of such agency.
- b. (i) However, if a transport contractor fails to provide appropriate number of trucks or does not provide trucks at all, the concerned agency is free to get such work of transportation done by the rice millers at the risk and cost of the transport contractor, at the cartage/transportation rates, as the case may be, duly approved by the SLC under the relevant policy of the state for the year 2022. This provision shall also be applicable for other jobs like transportation of jute/PP/HDPE bales, stock articles, etc.
- (ii) It shall be the responsibility of the miller to make appropriate arrangements of Transportation for lifting of paddy and stock articles etc., from mandi or storage points it such a situation arises at any time.
- c. Vehicle Tracking System shall mandatorily be installed in all transporting vehicles. Separate instructions in this regard shall be issued.

In order to ensure the tracking of vehicle a provision in the Punjab Foodgrain Transport Policy 2022 has been introduced that all vehicles must have GPS tracking devices linked with Anaaj kharid portal of the Department to ensure end-to-end tracking of vehicle used in the transportation of foodgrains.

## 2. About Department of Food Civil Supplies and Consumer Affairs, Punjab.

"Punjab continues to enjoy the status of bread basket of India as it plays an important role in contributing the largest part of central food grain pool. Since its establishment in 1942, Department of Food Civil Supplies and Consumer Affairs, Government of Punjab continues to work to improve Public Distribution System, procurement process of food grains and their storage. Working in close cooperation with Government of India, Food Corporation of India and other procurement agencies in Punjab, the Department has, over the years, created a reputation of being a leader in introducing innovation in the field of food grains procurement and storage. Introduction of PoS machines and swipe cards and recording of every single transaction w.r.t procurement and milling the procurement process in the state would find no parallel anywhere in the country as various banks operating in Punjab have extended their valuable cooperation in making this project a success. In order to protect food grain from damage, the private entrepreneurs of Punjab have added enormous covered storage capacity under PEG scheme. We are now working on to encourage crop diversification and setting up food processing units to help farmers. We are alive to the dynamics of the food sector and are striving hard to keep abreast of the latest technological, environment, legal and social issues. The department is aiming at end to end computerization by creating a large database of all Arhtiyas, Mills and Mandis, Ration Card holders and Fair Price Shops."

Vehicles which are required to be fitted with VTS devices are used for:-

- Transportation of foodgrains from purchase centre / mandi to storage
   Storage Point/ rice mill.
- Transportation of foodgrain from storage point to FPS/ Atta Chakki/ Flour Mill.
- Transportation of stock articles and gunny bags from one point to any other point.
- Transportation of foodgrain from one point to any other point.

#### About "Vehicle Tracking System"

Department of Food Civil Supplies and Consumer Affairs, Punjab envisages to track the vehicles used in transportation of food grains/ stock articles in the State of Punjab. The objective of the project is to introduce a vehicle tracking system for continuous monitoring of vehicles use in transportation of foodgrains for preventing recycling of PDS wheat / rice, bogus billing, transparent procurement, ensure benefit of MSP to farmers and better support to the enforcement services.

#### Components of Vehicle Tracking System

The tracking system is a combination of hardware, software and communication technologies. The major components of tracking system are:-

- 1. Vehicle Tracking Device (VTD): VTD is a hardware unit equipped with GPS/GNSS/IRNSS logger, a GPRS/3G/4G based communication system, power supply and back up mechanism. The entire system is packed into a rigid enclosure with proper indications and power input.
- 2. Vehicle Location Tracking Software: A software system receives the data from VTD, passes it and logs it. This data is further processed for generating automated alerts and messages. The software resides in server(s).
- 3. Communication facility: VTD sends the geo-location information to the server in a predefined interval. The most common communication method is using GPRS/3G/4G, made possible through the existing mobile networks using SIM/eSIM.
- **4. Monitoring System:** A map system is integrated to the software for real time plotting of the vehicles on a map. Monitoring centres can view this map displayed on a web browser

# 3. Empanelment of Service Provider for Vehicle Tracking Device (VTD) manufacturer and their devices

As per Punjab Custom Milling Policy for Kharif 2022-23 and The Punjab Foodgrain Transportation policy 2022 as amended in order to ensure fair and transparent procurement of foodgrains, the Department of Food, Civil Supplies and Consumer Affairs, Punjab intends to empanel service provider who can provide Vehicle Tracking Devices (VTDs) for enabling tracking and monitoring of the transport vehicles used in the

transportation of foodgrains/ stock articles by the procurement agencies in the State of Punjab.

The objective of empanelment of service provider for VTD is to ensure tracking of transport vehicle to ensure road safety, prevent bogus billing, prevent recycling of PDS Foodgrains, transparent procurement and to standardized VTD Data protocol and Data format specification to meet the state department's specific requirements and to support the transport contractors to avail VTD devices linked with Anaaj Kharid Portal. Accordingly, the pre-qualification requirements for the service provider/manufacturer and specifications for vehicle tracking system are listed in this Document. The Department will publish the list of enlisted VTD service provider and the transport contractor will be advised to procure only from empaneled VTD service provider/manufacturers and/or their RFCs.

With an intention of for effective implementation of the vehicle tracking system in procurement / movement of foodgrains by procurement agencies it is decided to enforce tracking of transport vehicle used in the transportation of foodgrains procured by procurement agencies through GPS enabled tracking devices, registration and activation in Anaaj kharid portal.

- 1. All GPS device Manufacturer or Authorized Partners of Manufacturer/ OEM are free to apply for empanelment with the Department of Food and Civil Supply subject to terms & conditions of this EOI document.
- 2. The evaluation of application for empanelment would be carried out based on the pre- qualification criteria and technical evaluation done by the Department as per this EOI Document.
- 3. Only Vehicle Tracking Devices (VTD) from empaneled service provider are to be used by the transport contractor in transport vehicle to be used in transportation of foodgrains procured by the procurement agencies.
- 4. Empaneled Service provider cannot sell their devices once their empanelment is suspended cancelled or any other reason.

- 5. Service Provider/ Manufacturers must give an undertaking to Department that in case their empanelment is suspended, cancelled or withdrawn for any reason, they will continue to support the devices already sold for transport vehicle registered with Anaaj Kharid.
- 6. All service provider/ Manufacturers empaneled by Department of Food Civil Supplies and Consumer Affairs will ensure to have at least two offices in the District HQs, each manned by their own staff within 3 weeks of empanelment.
- 7. Empaneled service provider/ manufacturers are required to open their own or authorized Retro fitment & Service Centres with at least 1 in each Subdivision in the State, at least 1 at each District Head Quarter of the State and additionally at least 1 each in Main Yards of the Market Committees, within 15 days of empanelment, in order to ensure hassle free service to transport contractors.
- 8. In addition to above, empaneled service provider/ manufacturer can open additional retro fitment centres/mobile retro fitment centres to provide onsite vehicle tracking device fitment/repair services.
- 9. A dedicated Call/Service-centre or a 24/7 toll free number must be established by empaneled service provider/ manufacturers within 15 days, for customer support to address the queries and any other issues from the end users. The toll free number should be widely publicized through press and social media.
  - a. Department, has its own discretion to inspect & verify facilities provided by empaneled service provider/ manufacturers of VTD at any site/sites of RFC Centres.
  - b. The empaneled service provider/ manufacturers will ensure that the VTD has an active cellular plan with minimum one year validity for any transport vehicle to be used in transportation of foodgrains.
  - c. The empaneled service provider/ manufacturers should facilitate SIM/eSIM subscription in VTD devices along with a subscription of one year for transport vehicles to be used transportation of foodgrains on behalf of the Vehicle Owners/ transport contractor and must take necessary steps to ensure the continuity of the service once the SIM/eSIM validity period is expired. The prior alerts should be sent to transport contractor before expiry of the validity.

- d. Empaneled service provider/ manufacturers should have sufficient infrastructure like computer, internet service, official phone number, and technicians etc. to provide assistance to endusers at the fitment/call/service centre.
- e. Department, can terminate the empanelment of service provider/ manufacturers at any time if it is found violating any of the provisions, any applicable law, any other direction issued by the Department or any other applicable law.
- 10. Department, reserves the right to change the terms and conditions at any point of time.
- 11. Every VTD models and service of empaneled service provider/ manufacturers selected through empanelment process can be reviewed by Department at any point of time and subsequent actions will be taken against those who violate any of the regulations listed out in this document.
- 12. Department, may initiate the empanelment process, as and when required. Empanelment shall be a continuous process.
- 13. Interested service provider/ manufacturers which comply with the Department, requirements may download the document from the website and submit the same duly filled in and supplemented with all relevant documents to Department for further processing.

#### Vehicle Tracking Device (VTD) registration and configuration

The empaneled service provider/ manufacturers will ensure registration/ configuration of Vehicle Tracking Device (VTD) installed in all transport vehicles for transportation of foodgrains and stock articles with the Anaaj Kharid Portal of the Department.

## 4. Scope of the Project

Department of Food Civil Supplies and Consumer Affairs, Punjab want to track all transport vehicles used for the transportation of foodgrains and stock articles used by the procurement agencies. These vehicles should be tagged with VTD devices. The transport contractor will ensure that the VTD devices of empaneled service

provider/ manufacturers are installed in the transport vehicle to be used for transportation of foodgrains procured by the procurement agencies. The empaneled service provider/ manufacturers will give free access to Department portal/ Anaaj Kharid Portal/ backend for tagging (connecting) and feedingthe details of the VTDs to the backend application of the Department in real time.

Empaneled service provider/ manufacturers should train the RFCs for installing the VTD devices in vehicles and support the customers whenever required. Empaneled service provider/ manufacturers shall provide warranty (at least for one year) and AMC for their products. Empaneled service provider/ manufacturers and their RFC have to supply and support VTD models across the State. Any complaint registered through the Department website/email should be serviced within 48 hours of complaint raised by the customer. For redressal of complaints a suitable escalation matrix shall be defined and monthly reporting to Department shall be ensured with web interface and mobile app, must also have a support ticketing system to enable customers to report problem or raise support requests, which should be serviced by the respective empaneled service provider/ manufacturers and their RFC and monthly MIS reporting to Department shall be ensured

- In addition to above, It will also ensure regular updation in Anaaj Kharid Portal for enlisting, activation, health check and alert updates of VTD devices. Such Department /Anaaj Kharid application/backend shall be setup as per discretion of the Department.
- Anaaj Kharid Portal /backend will be used for activation, registration, updation, health checks and/or alert updations as required by Department.
- Anaaj Kharid Portal will provide interface where the Department will be able to create Routes with route/Point fencing and receive alerts and reports in case the vehicle deviates from its routes or in case of non-serving of their respective routes. The empaneled service provider/ manufacturers must ensure Alerts on geo fence, route violations and reports should be created for the Vehicles in violation to the allowed stops and stoppage timings.
- Empaneled service provider/ manufacturers must ensure all required type of

- alerts by Department once VTD device installed and active in transport vehicles to be used for transportation of foodgrain procured by procurement agencies.
- Empaneled service provider/ manufacturers should train the RFC for installing the VTD devices in transport vehicles and support the customers whenever required. In compliance to the order, empaneled service provider/ manufacturers must ensure proper fitment of the VTD device in the vehicle.

## 5. Pre-Qualification Criteria for VTD service provider/ manufacturers

Department shall carry out the evaluation process of VTDs. Manufacturers have to meet thefollowing pre-qualification criteria for registration.

#### **Pre-Qualification Criteria**

S. No.	Criteria	Required Documents
1	The service provider/ manufacturers should be a registered company in India under the Companies Act, 1956/2013/MSME/Firm/Proprietorship Firm.	Certification of incorporation/UAN in caseof MSME
2	The service provider/ manufacturers should not be blacklisted by any Central/ State agencies in India.	Self Declaration by the service provider/ manufacturers signed by theauthorized signatory
3	Only OEMs will be allowed to participatein enlistment as manufacturer. The Authorized partner of OEMs will be allowed to participle as VTD service provider.	Self Declaration by the VLT manufacturer signed by theauthorized signatory or copy of authorization letter duly signed by authorized signatory of the OEM
4	The VTD of the Service Provider/ Manufacturer must support GPS,IRNSS, GAGAN	Copy of relevant Certificate(s)
5	Quality certification valid ISO 9001:2015 certificate	Certificate Copy

6	The VTD device should have feature to customized integration with Manufacturer's Backend / Anaaj Kharid Portal /State Data Centre, as per Department requirement	Self-declaration by the service provider/ manufacturers r signed by theauthorized signatory.
7	The service provider/ manufacturers shall agree to open three Offices in (Company owned and company operated)) Punjab within one month, once the Manufacturer is registered.	Self-declaration by the service provider/ manufacturers signed by the authorized signatory
8	(2018-19,2019-2020,2020-2021) 3 Year balance sheet with positive net worth, income tax return, PAN and GST registration number of service provider/manufacturers	Copy of relevant Certificate(s)certified by appointed statutory auditor
9	Type of approval from test agencies (if any) (ARAI /CIRT/ICAT /VRDE/ CFMTTI /IIP/GARC)	Copy of relevant Certificate(s) (If any)
10	service provider/ manufacturers must possess Valid COP from testing agency (if any) (ARAI/CIRT/ ICAT/ VRDE/CFMTTI/IIP/GARC),	Copy of valid COP(s) (If any)
11	The service provider/ manufacturers shall submit an affidavit for privacy of the data/information stored related to VTD/Vehicle/vehicle owner	Affidavit on Stamp paper by the service provider/ manufacturers signed by the authorized signatory

The service provider/ manufacturers must submit all the certified and authenticated documentary proof for meeting the pre-qualification criteria. Such documents include certification for VTD Device (If any), company registration certificates and other credentials. Any entity (service provider/ manufacturers) which has been punished for any offence or any representative of that entity is convicted for any offence or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The service provider/ manufacturers shall have to submit affidavit to this effect.

## 6. State Command Control Centre (Anaaj Kharid Portal)

State Command Control Centre (Anaaj Kharid Portal) / backend application will be as per the requirement for effective monitoring of transportation of foodgrains. The following mandatory provisions will have to be made in the Anaaj Kharid Portal / backend application:

- 1) Registration and activation of the device(s) fitted date of fitment & activation on the vehicle, including the details of vehicle registration number, engine number, chassis number, vehicle make and model, device make and model, and telecom service provider's name.
- 2) Re-registration/re-activation of the device(s) fitted on the vehicle in case of any change in device or telecom service provider, etc.
- 3) Regular health check of the device(s) fitted on the vehicle.
- 4) Administration/configuration of devices for any changes in the parameters as decided by the Department from time to time.
- 5) Notification of alerts in case of defined deviations by vehicle such as over-speeding, deviation from defined route/geographic area, time of operation, etc.
- 6) Location tracking of the vehicle including real-time as well as history tracking for up to last 90 days.
- 7) Notification through SMS in case any device(s) stops functioning/sending data to the Backend Control Centre.
- 8) Reports of the vehicles with devices not working/sending data beyond defined number of days (1 day, 3 days, 7 days, 30 days or configurable by Department).
- 9) Ensure that the security and privacy of the data is maintained in accordance with applicable laws/guidelines of various government authorities.

#### 7. General Conditions

Service provider/ manufacturers are advised to study the document carefully. Submission of application will be deemed to have been done after careful study of all instructions, eligibility norms, terms and requirement specifications in this document with full understanding of its implications. Applications not complying with all the given clauses in the document are liable to be rejected. Failure to furnish all information specified in this document or submission of application not substantially responsive to the document in all respects will be liable for rejection.

- (i) The document for empanelment will be available on Department official website (www.foodsuppb.gov.in) and can be downloaded and used for submission of application forms. Application fee shall be paid to Department along with the submission of application.
- (ii) It is mandatory for the applicant to submit all required documents or any other desired by Department, otherwise his application will not be accepted
- (iii) Un-signed and un-sealed application shall not be accepted.
- (iv) All pages of the application and documents being submitted must be signed and sequentially numbered by the service provider/ manufacturers.
- (v) Ambiguous applications will be out-rightly rejected.
- (vi) Applications not submitted as per the format will be rejected straight away.
- (vii) No deviations from the specifications will be accepted.
- (viii) The service provider/ manufacturers will bear all costs associated with the preparation and submission of their applications. Department will, in no case, be responsible or liable for those costs, regardless of the outcome of the empanelment process. In case of incomplete applications where Department requires the Applicants to submit any missing/incomplete information/documents, the receipt of such clarification/documents by Department shall be deemed to be the date of submission of te Application. Department may, at its own

discretion, can add or delete any clause of this document.

#### 8. Empanelment fee for service provider/ manufacturers

The application shall be submitted along with empanelment fee of Rs. 5000/- (Rupees Five thousand only). It can be submitted through demand draft in favor of "MD, Pungrain" payable at Chandigarh. The empanelment fee paid to Department will not be refundable. An application not accompanied by the aforesaid payment shall be considered as non-responsive and will be rejected.

#### 9. Performance Bank Guarantee Fee

i. A performance bank guarantee of Rs 5,00,000/-(Rupees Five lakh only) shall be submitted by eligible successful service provider/ manufacturers intending to be empaneled, within 15 days. The performance guarantee shall be in the form of bank guarantee issued from any of the nationalized banks and shall remain valid for two years from date of issuance of empanelment letter along with credentials.

#### Forfeiture of Performance Bank Guarantee:

Performance Bank Guarantee amount in full or part may be forfeited, including interest, if any, in the following cases:-

- i. When service provider/ manufacturers fails to comply with any other circular/notifications/orders issued by Department from time to time.
- ii. When the service provider/ manufacturers fails to comply with any applicable terms & conditions of this document
- iii. When service provider/ manufacturers fails to comply with Standard Operating Procedure issued by Department.
- iv. When service provider/ manufacturers fails to comply with the Guidelines for implementation
- v. When service provider/ manufacturers fails to provide integration with Anaaj Kharid Portal on real time basis and to Anaaj Kharid Portal/backend application of the Department as per requirement.

- vi. When service provider/ manufacturers fails to comply with the order/notification issued by the Department
- vii. When the service provider/ manufacturers or RFC is involved in malpractices.
- viii. The above conditions are to be fulfilled in all eventually and in case of any default in the terms, individually or collectively, the Performance Bank Guarantee submitted by the applicant shall stand forfeited to the Department with no further recourse to any opportunity, once the notice with regard to the above terms is issued and despite opportunity, the said default is not rectified with in a time provided in the notice.

No interest shall be payable on the Performance Bank Guarantee.

#### 10. Submission of Application for Empanelment

- a. The service provider/ manufacturers is required to submit statement of compliance of the devices with the specifications as set out in this document.
- b. The service provider/ manufacturers is required to submit their application in the prescribed formatin this document.
- c. The service provider/ manufacturers is also required to submit two VTD devices, SIM/eSIM with 1 year data plan validity and all other necessary documentation needed for interfacing and testing. The department may call registered VTD devices for inspection any time.
- d. All communications and proceedings shall be in writing, in Punjabi or English language only.

#### 11. Details of Document to be submitted

The service provider/ manufacturers are required to submit the following documents.

a) Documents required as per all clauses, and other details submitted.

b) DD towards empanelment cost.

c) Service provider/ manufacturers empanelment form.

d) Type approval certificate (If any).

e) Authorization for RFC.

f) All affidavits, self-declaration and relevant documents mentioned in this document

shall be submitted along with application.

Both hardcopy and softcopy (in pdf format) of the above documents are required to

be submitted. The documents along with registration form need to be submitted in

a sealed envelope clearly bearing the following:

"Application for enlisting of VTD Manufacturer/Service Provider", Department of

Food Civil Supplies and Consumer Affairs, Punjab". Name and address/email of

manufacturer with contact number. The application should reach Department at

the:

Office of Director, Food Civil Supplies and Consumer Affairs, Punjab

Anaaj Bhawan, Sector 39 C, Chandigarh

E-mail ID -gmfinance.fcs@punjab.gov.in

Contact no: 0172-2636083

12. Evaluation of Applications

a) The application found complete in all respect shall be considered for processing and

testing of VTD devices for compliance with specifications.

b) Department reserves the right to verify all statements, information and documents

submitted by the applicant. Applicant may be asked to submit more documents, if

any clarification required.

c) Decision of Department regarding empanelment / rejection of the

service provider/ manufacturers under this process will be final and no

correspondence in this regard will be entertained by Department.

- d) Selected service provider/ manufacturers will be published on Department website after submission of PBG and all relevant documents by the shortlisted service provider/ manufacturers
- e) Department may conduct site inspections.
- f) In case Department delist any RFC due to any dissatisfaction or RFC withdrawal, and then the corresponding service provider/ manufacturers shall arrange alternate RFC in the same region.

#### A. Final Empanelment of service provider/ manufacturers:

- a) The final selection of service provider/ manufacturers will be done on the basis of fulfilling pre-qualification criteria as well as and operational evaluations done by the Department.
- b) Service provider/ manufacturers must publish price list of VTD devices enlisted in the State on its website and share link with Department.

## B. Blacklisting:

If any information or document provided by the service provider/ manufacturers is found to be false or misleading during the evaluation process, such application would be liable for rejection and if the service provider/ manufacturers has been empaneled, its empanelment would be liable to be cancelled. Further, the service provider/ manufacturers may be considered for blacklisting.

## Annexure - A. Application Form for Empanelment of service provider/ manufacturers of VTD Devices

Application Form for empanelment of service provider/
manufacturers of VTD Devices
Format for empanelment of service provider/
manufacturers of VTD Devices

(On the official letter head of service provider/ manufacturers)

	( ·
Date	:
To,	
	Director, Food Civil Supplies and Consumer Affairs, Punjab Anaaj Bhawan, Sector 39 C, Chandigarh E-mail ID -gmfinance.fcs@punjab.gov.in
Sub:	Empanelment of service provider/ manufacturers of VTD Devices,
Sir,	
prov	have fully understood the requirements of the process " Empanelment of service ider/ manufacturers of VTD Devices " and are submitting our application with the ired details, other information as per the registration process:-
·	nea actums, other information as per the registration process.

Name	
Address	
VTD device details	
Address of VTD production center	
Contact Person details (If different from undersigned)	

In relation to our application, Department may also note the following:

1. Our application is unconditional and all information provided in the application is true and correct.

- We hereby declare that the VTD device(s) being submitted for registration complies with the specifications as set out in the empanelment process document and we shall make available any additional information as Department may find necessary as required for clarification.
- 3. We acknowledge the right of Department to reject our application without assigning any reasonand accept the right of Department to cancel the enlistment process at any time without incurring any liability to the registered Manufacturers.
- 4. We confirm that we are not blacklisted by any state government or central government/department/ agency in India from participating in bids for last three financial years.
- 5. We agree to keep the quality of the registered VTD models and support the customers whenever required.
- 6. We confirm that we will train all the RFCs to distribute the VTD models of our products.
- 7. We confirm that we will share all details the RFCs i.e. Name, Address, email, Helpline no, technicians etc. with Department as and when appointed.
- 8. We confirm that we will maintain privacy of all data related to VLT device/owner/vehicle.
- 9. We hereby declare that VTD device(s) are being manufactured by our company or we are authorized dealer of the OEM. The authorization letter of OEM is attached herewith.

Sincerely,

(Signature, name and designation of the authorized signatory) (Contact no. including, phone no., fax, email and contact address)

#### Annexure - B. List of Submissions/documents

#### List of Submissions for Manufacturer

#### 1. Details of the VTD Manufacturer

- a. Name of the Company
- b. Place of Incorporation
- c. Date of Incorporation
- d. Address of Head Office/ branch offices, if any
- e. Details of VTD devices manufacturing facilities (also mention whether owned or contracted its capacity, third party etc)
- f. Affidavits, Self Declaration, Compliance, Certificates & required documents as mentioned in terms & conditions and guidelines of this document.
- g. Certificates of agencies, manufacturing facility (like ISO, CE etc.)
- h. Brief description of the Company including details of its main lines of business.
- i. Details of production facilities (area, machinery, manpower, production capacity).
- j. Website details /URL
- k. Particulars of the authorised signatory of the Company including name designation, address, phone no, mobile no, fax and e-mail

# 2. Documents in support of compliance of the Manufacturer with regard to criteria mentioned in this document.

- a) Certificate of Incorporation issued by the competent authority with copy of registration documents.
- b) Address of manufacturing unit.
- c) Demand Draft towards the Application fee.
- d) Demand Draft towards Performance Bank Guarantee (when enlisted)
- e) Statement of Compliance reports.

- f) Two sample VTD devices with related documents (with device brochures; Do's and Don'ts; user manuals; device protocol(s)/API documents explaining all the messages, fields and their values; other certifications for VTD devices (If any) standard's compliance and SIM/eSIMs and their details)
- g) Any other document required by the Department other than mentioned in this document.

## Annexure - C. Terms and Conditions Governing Empanelment

#### Terms and Conditions Governing Enlisting

- 1. Commercial arrangement of **VTDs** between Service Provider/ Manufacturers and Vehicle Owners Any commercial or other arrangements/ agreements the empaneled service provider/ between vehicle owners (customers) shall be as mutually manufacturer and the agreed between them. The price of the VTD device and all other terms and conditions including those related to warranty, AMC, nature of service etc shall be as mutually agreed by and between the service provider/ manufacturers and the vehicle owners. Department have no role, responsibility and liability in relation to the same. Department may ask Manufacturers to share List of their enlisted devices and their MRP for publishing on the website of the Department.
- 2. Response Time If any complaint is raised against the installed VTD device, then the concerned empaneled Service Provider/manufacturer/ RFC should resolve the complaint as per guidelines for implementation mentioned in the document.
- 3. Monitoring and Audit Once the empaneled Service Provider /manufacturer/ RFC is authorised/ approved, Department shall have the right to monitor/audit the VTD devices installed in the Vehicles and empaneled Service Provider/ manufacturing/RFC/office facility used by the empaneled service provider/manufacturer and the service and support provided with a view to ascertain their continued compliance with the terms and conditions governing the registration.
- 4. Cancellation of empanelment If any fault is found or any complaint received from end user customers, then Department shall take actions against the empaneled service provider/ manufacturer and their RFC and have the right to suspend or cancel the empanelment issued to that particular service provider/ manufacturers.
- 5. Liability Service provider/ manufacturers manufacturer and their RFC shall be

liable and responsible for performance of the VTD devices supplied to the Vehicle owners.

- **6. Jurisdiction** Any issues related to empanelment of service provider/ manufacturers or licensing of agencies are governed by the laws established in India and competent to deal with disputes, if any, arising out, the Hon'ble High Court of Punjab in Chandigarh alone have jurisdiction tolay any matter relating to this registration.
- **7. Dispute** In case of any dispute related to technical (operational testing), the decision of Department shall be final and binding.
- 8. Use of Trademark/ Logo of Department Service provider/ manufacturers shall not use the Department logo or any other trademark, symbol, or icon on or in connection with the VTD Devices or any of the service provider /manufacturers VTD devices including those on its packaging, manuals, promotional and/or advertising materials, or for any other purpose without an express written permission from Department.
- 9. Notice Any notice or other communication to be given by a party to the other under, or in connection with the matters contemplated by or under the empanelment shall be inwriting and shall be delivered by hand/ registered post/ courier at the notified addressof the party concerned.

## Annexure - D. Bank Guarantee Format for Performance Security

Bank Guarantee Format for Performance Security Beneficiary: DFS-cum-MD, Pungrain

Date:	••••	[	Insert	date	of	issu	e of	BG]	• • • • •
PERFORMAN	<b>ICE</b>	BANK	GUARANTE	E No.:	•••	[Insert	guarantee	number]	•••
PERFORMAN	ICE	BANK	GUARANTEE	Amount	:	[Insert	guarantee	amount]	•••
Manufactur	er:	•••	[Insert	manufa	acture	r Nai	me and	Addre	ss]/
Guarantor:	[1	nsert no	ame and addi	ress of the	issuin	g Bank]	••		

- 1. The Service provider/ manufacturers named above has entered into above referred contract with the beneficiary, for the supply of VTD services and / or Services as defined in the said VTD service provider/ manufacturer empanelment . According to the conditions of the VDT Service Provider/ manufacturer empanelment, a performance security is required to be furnished by the VDT Service Provider/ manufacturer to the beneficiary for due performance of the contract.
- 2. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rs\_\_\_\_\_/- (Rupees in words), upon receipt by us of the Beneficiary's demand stating that the VDT Service Provider/ manufacturer is in breach of its obligation(s) specified in the empanelment document, without the beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
- 3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the beneficiary / Government. Any such demand made on the Bank shall be conclusive as regards the 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\_\_\_\_\_/-( Rupees in words)
- 4. We undertake to pay the beneficiary any money so demanded not withstanding any dispute or disputes raised by service provider/ manufacturers in any suit or

proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

- 5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the service provider/ manufacturers shall have no claim against us formaking such payment.
- 6. We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract including Guarantee/ Warrantee period and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.
- 7. We further agree with Government/beneficiary/Department that the Government/beneficiary/Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Contract or to extend time of performance by the said service provider/ manufacturers from time to time or to postpone any time or from time to time powers exercisable by the Government/beneficiary/Department against the said service provider/ manufacturers and to for bear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said service provider/ manufacturers or for any forbearance, act or omission on the part of Government/beneficiary/Department the or indulgence the any bν Government/beneficiary/Department to the said service provider/ manufacturers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 8. Notwithstanding anything contained herein above our liability under the Guarantee is restricted to Rs. ......and shall remain in force until ......
- 9. This Guarantee will not be discharge due to be change in the constitution of the Bank or the manufacturer.
- 10. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated	
For	

(Indicate the name of the Bank )
Signature
Name of the Officer
Designation of the officer
Code no
Name of the Bank and Branch