



Government of Andhra Pradesh

**Registration of Vehicle Tracking Devices (AIS-140) for
Mineral Transporting Vehicles in the State of
Andhra Pradesh**

05th November 2024

By

Department of Mines & Geology, Govt. of Andhra Pradesh

Through



**Andhra Pradesh Space Applications Centre (APSAC), Vijayawada
ITE & C Department, Govt. of Andhra Pradesh**

Contents

1. Background, Registration Process and its Objectives	3
1.1. Background	3
1.2. VTDs for Mineral Transporting Vehicles	3
1.3. Registration Process and its Objectives	3
1.4. Submission of Applications seeking Registration	4
2. Eligibility of Applicant for Registration	4
3. Document Cost	5
4. Performance Security	5
5. Application Related Details	6
5.1. Contents of the Application	6
5.1.1. VTDs	6
5.1.2. Details of Documents to be submitted	7
5.2. Sealing and Marking of Applications	7
5.3. Submission of Application	7
5.4. Application Preparation Cost	7
6. Evaluation of Applications	7
7. Right to Accept or Reject any of the Applications	8
8. Timelines	8
Annexure A: Application Cover Letter	9
Annexure B: Minimum Technical Specifications	11
Annexure C: List of Submission	12
Annexure D: Format of Registration Letter	14
Annexure E: Terms and Conditions Governing Registration	15
Annexure F: Format for Power of Attorney for Signing of Application	24
Annexure G: Format for Performance Security Bank Guarantee	25

1. Background, Registration Process and its Objectives

1.1. Background

- a. Department of Mines & Geology has decided to introduce Vehicle Tracking Devices Based vehicle tracking system for mineral transporting vehicles operating in the State. As a part of this, installation of VTD in vehicles registered with Department for transportation of minerals in the state has been made mandatory via G.O. number 149.
- b. The fitment of VTD on mineral transporting vehicles shall enable on-line, real-time monitoring of their movement and effective enforcement.
- c. Andhra Pradesh Space Applications Centre (APSAC) has been designated as the nodal agency for undertaking the technology implementation of the proposed vehicle tracking system.

1.2. VTDs for Mineral Transporting Vehicles

- a. It is expected that the above Mineral Transporting vehicles will be fitted with a Vehicle Tracking Device (VTD) connecting to the backend application set up by APSAC for facilitating monitoring of the movement of these vehicles.
- b. **The Intelligent Transportation Systems (ITS) - AUTOMOTIVE INDUSTRY STANDARD 140 (AIS-140) published by MoRTH, Gol is the VTD to be used for the mineral transporting vehicle. The standard documents related to AIS-140 along with all its amendments related to its specifications are to be followed for this empanelment activity.**
- c. **The AIS140 VTD should be a Make in India product only (Other than Make in India AIS140 VTD will not be considered for verification and will be rejected).**
- d. **Device Cellular module should be preferably 2G or 4G compatibility with 2G Fallback and Cellular class 10 or above for reliable and fast network connectivity.**
- e. **Device shall be capable for operating in L1 and L5 bands and include support for NAVIC/IRNSS (Indian Regional Navigation Satellite System) and two other GNSS constellations.**
- f. **AIS140 VTD must have M2M connectivity services & are registered/empanelled with Department of Telecommunication (DoT), Gol for offering connectivity through telecom networks to ensure security, privacy, and management of M2M communications including KYC management etc.**
- g. APSAC is carrying out this registration process for and on behalf of Department of Mines & Geology (“Registration Process”) with an objective to evaluate and register the VTD(s) meeting the prescribed criteria outlined in this document (“VTD”), in response to the applications received in this behalf from the interested and eligible entities. The Registration Process will be opened till **05.00 PM, dt.19.11.2024.**

1.3. Registration Process and its Objectives

- a. The objective of the Registration Process is to register vendors along with their VTD models meeting the prescribed criteria detailed in this Registration Process document.

- b. Unless the registration of any VTD(s) model is revoked / cancelled by Department of Mines & Geology/APSAC in accordance with the Terms and Conditions Governing the Registration, the registration shall remain valid so long as such VTD model continues to comply with the requirements based on which the same was registered.
- c. The Terms and Conditions Governing the Registration shall be as set out in **Annexure E** and elsewhere in this document.
- d. The evaluation of Application for Registration would be carried out on a “**first-come- first-serve basis**” reckoned based on the order of receipt of the duly completed Applications in all respect. In case of incomplete Applications where APSAC requires the Applicants to submit any missing/incomplete information/documents, the receipt of such clarification/documents by APSAC shall be deemed to be the date of submission of the Application.
- e. Department of Mines & Geology / APSAC reserve the right to change the Terms and Conditions governing Registration **of VTDs** at any point of time.

1.4. Submission of Applications seeking Registration

- a. An Applicant can apply for registration of one or more models of AIS-140 VTD(s).
- b. An Applicant is required to submit statement of compliance of the VTD(s) with the minimum technical specifications as set out in **Annexure B** along with prescribed test certifications **from competent authority**.
- c. The Applicant is required to submit their Application in the form and manner prescribed in this document. The Applicant is also required to submit **two VTDs of each of the models** it desires to get registered together with AIS140 compliance protocol, Conformity of production (COP) Cycle Certificate and all other necessary documentation needed for integration. The VTD will not be returned to Applicant irrespective of the result of the assessment and evaluation of its Application and the same will be retained by APSAC.
- d. All notices required and all other communications, clarification, documentation and proceedings which are in any way relevant to the Registration or the Registration Process shall be in writing and in English language.
- e. Communication seeking any clarification regarding the process/documentation should be addressed to the concerned officer as mentioned in **section 5.3**.

2. Eligibility of Applicant for Registration

- 2.1. Applications are invited from manufacturers of VTDs meeting the following qualification criteria:
 - a. The Applicant shall be a **COMPANY registered under the Indian Companies Act 1956**.
 - b. The Applicant shall be an **OEM of VTD**, having either of the following:
 - i. In-house hardware design and device software with own manufacturing facilities for on – board VTD in India/abroad for **at least 3 years** prior to the Proposal Due Date.

OR

- ii. Its own hardware design and device software with an arrangement with a dedicated outsourced manufacturing facility established in India/abroad for **at least 3 years** prior to the Proposal Due Date.
 - c. The Applicant shall be in existence for a period of **not less than 3 years** (From the date of application), as evidenced by its Certificate of Incorporation / Certificate for Commencement of Business.
 - d. The Applicant must have manufactured and installed at least **5,000 VTD in last 3 years** from the date of publication of the document.
- 2.2. An Applicant can apply for registration of one or more models of VTD, provided that the VTD must meet the minimum technical specifications outlined in **Annexure B** failing which they will not be processed for registration by APSAC.

3. Document Cost

- 3.1. The Applicant shall, together with their Application, submit a demand draft of **Rs. 10,000/- (Rupees Ten Thousand Only) in favor of "APSAC" payable in Vijayawada** as the cost of application document for each VTD model. For each additional VTD model being submitted for registration, where applicable, the Applicant shall submit an additional cost of **application document @ Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) per additional VTD model** by way of demand draft in the aforesaid manner.
- 3.2. **The cost of application document paid to APSAC as per section 3.1 shall be non-refundable.** An Application not accompanied by the aforesaid payment shall be considered as non-responsive and the same would be liable for rejection.

4. Performance Security

- 4.1. Each applicant is required to provide a Performance Security, to ensure satisfactory performance after-sales services of the VTDs to the vehicle owners/operators.
- 4.2. Performance security shall be in the form of a Bank Guarantee from a Commercial bank.
- 4.3. Initially, the Performance Security will be calculated for a volume of 1,000 VTDs. In case any applicant undertakes sale of more than 1,000 VTDs, they shall submit an additional Performance Security for another 1,000 VTDs.

The value of the performance security shall be computed as follows.

$$\text{Performance Security} = \text{MRP for the particular device} * 1,000 * 10\%$$

- 4.4. In case there are multiple models, the average MRP of all the devices shall be used for computing the Performance Security.

- 4.5. Performance Security should remain valid for a period of at least 42 months from the date of submission of application.
- 4.6. APSAC reserves the right to extend the validity of the Performance Security beyond this period for applicants who wish to extend their registration.
- 4.7. In case of complaints against any empanelled vendor regarding non-performance of service obligations during the warranty period, DMG/APSAC will provide an opportunity for the empanelled vendor to present their case and accordingly take a decision regarding encashment of the Bank Guarantee.
- 4.8. In case a VTD is non-functional, Vendor is required to resolve the issue within 48 hours from time ticket is raised. VTD shall be treated as non-functional until device related data is received in the Vehicle Tracking System developed by APSAC.
- 4.9. Vendor shall be penalized Rs. 100/- for every day VTD is non-functional beyond 48 hours.
- 4.10. In case, same device malfunctions due to manufacturing defects for more than 3 times in a calendar month, empanelled vendor should replace the device free-of-cost.
- 4.11. In case VTDs of any registered applicant is found to non-functional beyond 30 days in a year, the performance guarantee shall be en-cashed and vendor should be de-registered.
- 4.12. Empanelled vendor should follow the operational guidelines which will be issued by DMG/APSAC from time-to-time.

5. Application Related Details

5.1. Contents of the Application

An Application needs to be accompanied by the VTD for which registration is being sought as per section 5.1.1 and the documents as per section 5.1.2. Any failure by the Applicant to comply with any of the aforesaid requirements would make their Application liable for rejection and the VTD submitted would not be considered for registration by APSAC.

5.1.1. VTDs

- a. An applicant is required to submit two units of VTDs of each of the models that it desires to get registered together with their protocol and all other necessary documentation needed for integration as per **Annexure C**.
- b. VTD being submitted must meet the minimum technical specifications outlined in **Annexure B**.
- c. Both soft copy (**in Pen drive**) and hard copy of the protocol as defined in **Annexure C** and all other necessary documentation for each of the VTD model is required to be submitted together with the Application.
- d. The VTD submitted with the Application would not be returned to the Applicant irrespective of the outcome of the evaluation of the Application.

5.1.2. Details of Documents to be submitted

Applicants are required to submit the following documents/information in their Application:

- a. Table of Contents listing documents and details submitted (with page referencing)
- b. DD towards Application Cost as per section 3
- c. Performance Security as per Section 4
- d. Cover Letter as per the format provided in Annexure A
- e. Documents/details sought in Annexure B
- f. Documents/details sought in Annexure C
- g. Power of Attorney for Signing of Application as per the format provided in Annexure F

Both soft copy (in Pen Drive) and hard copy of the above documents are required to be submitted.

5.2. Sealing and Marking of Applications

Application needs to be submitted in a sealed envelope clearly bearing the following identification:

**“Application for Registration”
Registration of VTDs for Mineral Transporting Vehicles in Andhra Pradesh
“Submitted by Name, Address and Contact Phone No. of the Applicant”**

5.3. Submission of Application

The Application as per the requirements outlined in section 5.1 and 5.2 should reach us at the following address as per the timelines specified for submission in section 8:

**Andhra Pradesh Space Applications Centre (APSAC)
ITE & C Department, Govt. of Andhra Pradesh
40-17-3/1, M.G. Road, Labbipet,
Vijayawada- 520010.**

Andhra Pradesh Space Applications Centre may be contacted at +91 99496 24510 / 8978681200, or by e-mail: gpraoapsac@gmail.com / akanungo.apsac@ap.gov.in for further clarifications.

5.4. Application Preparation Cost

The Applicant shall be responsible for and shall bear all costs and expenses associated with the preparation of its Application and its participation in the Registration Process. It is clarified that neither Department of Mines & Geology nor APSAC shall be responsible or in any way liable for such costs and expenses regardless of the conduct or outcome of the Registration Process.

6. Evaluation of Applications

6.1. The Applications found complete in all respects shall be considered towards processing for registration of VTDs on a “first come first serve” basis.

6.2. APSAC, on behalf of Department of Mines & Geology, would issue a Registration letter to the Applicant concerned, in respect of each of their VTD that APSAC registers hereunder, in the form as set out in Annexure D and the details thereof would be published by Department of Mines & Geology and APSAC, as registered VTD, on their respective web sites. It is clarified that

the Applicant can supply such registered VTDs to the owners/operators of Mineral Transporting Vehicles.

- 6.3. APSAC reserves the right to verify all statements, information and documents submitted by the Applicant along with their Application in response to this Registration Process document. Any failure of APSAC to undertake such verification shall not allow the bidder from empanelment.
- 6.4. Applicant of their obligations or liabilities here under to submit true and correct information nor will it affect any rights of APSAC/Department of Mines & Geology.
- 6.5. If any information or documentation provided by an applicant is found to be false or misleading during the Registration process or during the Registration Period, such application would be liable for rejection and if the VTD has been registered, such registration would be liable for being cancelled/withdrawn and the performance security shall be revoked. Further, applicant may be considered for blacklisting.
- 6.6. Decision of APSAC/Department of Mines & Geology regarding registration/ rejection of the VTDs submitted by Applicants seeking registration under this process shall be final and binding upon Applicants and no correspondence in this regard will be entertained by APSAC/ Department of Mines & Geology.

7. Right to Accept or Reject any of the Applications

Notwithstanding anything contained in this document, APSAC/Department of Mines & Geology reserves the right to accept or reject any Application and to annul the Registration Process and reject all the Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. APSAC/Department of Mines & Geology reserves the right to reject any Application if:

- a. At any time, a material misrepresentation and/or concealment of any facts / materials is made or discovered, or
- b. The Applicant does not respond promptly and diligently to requests for supplementary information required for the evaluation of the Application and/or integration of their VTD submitted therewith, or
- c. If the Applicant engages in a corrupt, fraudulent, coercive, undesirable or restrictive practices as defined in **Annexure E** - Terms and Conditions Governing Registration.

8. Timelines

The timelines for various activities and submissions shall be as provided below:

S.No	Activity	Date
1	Issue of EOI for Registration of VTDs	05.11.2024
2	Start of Submission of Applications	05.11.2024
3	Date for Clarification	11.11.2024
4	Last date for submission of Applications	19.11.2024
5	Screening for Pre-Qualification	20.11.2024
6	M2m Integration, Live Testing and Demo of the VTDs	25.11.2024 and 26.11.2024
7	Declaration of the successful VTDs and Empanelment	06.12.2024

Annexure A: Application Cover Letter

(On the Official Letter Head of the Applicant)

The **Vice-chairman**

Date:

Andhra Pradesh Space Applications Centre (APSAC),
ITE & C Department, Govt. of Andhra Pradesh

Sub: Registration of Vehicle Tracking Devices for the Minerals Transporting Vehicles, Andhra Pradesh

Sir,

We have reviewed and fully understood the requirements of the process for “Registration of VTD for the Specified Mineral Transporting Vehicles in Andhra Pradesh” and are submitting our Application for registration of the following VTD(s) being manufactured by us together with the required details and other information as per the Registration Process document:

AIS-140 VTD Model Number(s) to be registered	
Manufactured By	
Manufactured at (address of manufacturing facility)	
Cellular Communication Network - 2G / 4G	
M2M Service Provider	
MRP, inclusive of 3 years warranty (To be provided separately for each VTD Model)	
e-SIM & Data charges (Annual) (To be provided separately for each VTD Model)	

Note: The MRP and SIM/Data charges are the maximum prices which the vendor can charge from vehicle owners/operators. However, vendors shall be free to sell the VTDs at a lower cost, as per their commercial considerations.

In relation to our Application, you may also note the following:

1. Our Application is unconditional.
2. All information provided in the Application is true and correct.
3. We hereby declare that the AIS-140 VTD(s) being submitted for registration complies with the specifications as set out in the Registration Process document.
4. We shall make available to APSAC/Department of Mines & Geology any additional information that they may find necessary or require to clarify, supplement or authenticate the Application
5. We acknowledge the right of APSAC/Department of Mines & Geology to reject our Application without assigning any reason.

6. We understand that you may cancel the Registration Process at any time and that you are not bound to accept any Application that you may receive without incurring any liability to the Applicants.
7. We declare that we satisfy and meet the requirements as specified in the Registration Process document and are eligible to submit Application in accordance with the terms of the said Registration Process document.
8. We undertake that in case due to any change in facts or circumstances during the Registration Process, we are attracted by the provisions of disqualification; we shall intimate APSAC/Department of Mines & Geology of the same immediately.
9. We represent and confirm that neither we nor any of our promoters/directors are barred by Department of Mines & Geology or Government of Andhra Pradesh or blacklisted by any state government or central government / department / agency in India from participating in bids, as on the date of submission of this Application.
10. We undertake to open Sales/Service Centre's in each of the districts of Andhra Pradesh state in which we plan to undertake sale of VTDs, within 45 days of our registration to facilitate the Vehicle owners for fitting of Vehicle Tracking Devices in their vehicles and providing after sales services. We also undertake to intimate the details of such sales/service Centre's to APSAC and the Department. We acknowledge the right of APSAC/Department of Mines & Geology to cancel/withdraw our registration in case of non-compliance with this condition.
11. We agree to keep and confirm that our Application is valid upto_____ [Minimum One Hundred and Eighty (180) days from the date of submission of Application].

Sincerely,

[Name and Designation of the Authorized Signatory]

[Signature of the Authorized Signatory]

[Contact address including phone, fax and E-mail]

Annexure B: Minimum Technical Specifications

The AIS-140 VTD(s) being submitted for registration must comply with the minimum specifications outlined in Section 1 and Section 2 hereunder.

Minimum Specifications of the VTDs.

The minimum specifications of the vehicle mounted VTDs are as follows:

Compliance by the Applicant against the minimum technical specification below needs to be submitted together with documentary evidence as listed against each parameter:

The applicant should attach a certificate from any of the test agencies in Central Motor Vehicle Rules (CMVR) for testing related to automobiles, mentioned below covering all the points as per the requirement set out in Table 1 as applicable:

- i. Automotive Research Association of India (ARAI)
- ii. International Centre for Automotive Technology (ICAT)
- iii. Central Institute of Road Technology (CIRT)
- iv. Vehicle Research & Development Establishment (VRDE)
- v. or any APSAC approved agency.

Component datasheet/ specification sheet from component manufacturer

Checklist to be submitted by Applicant from any of the authorized labs

Certificate against the testing parameters below needs to be submitted by Applicant, over and above the same shall be subjected to demonstration by the Applicant and/or testing by APSAC for validation.

Table 1: Specification/Checklist Sheet

Annexure C: List of Submission

Application needs to contain the information / documents listed hereunder in a sealed envelope bearing the identification “**Registration of AIS-140 VTDs for Minerals Transportation Vehicles in Andhra Pradesh**” along with the name of the Applicant:

1. Details of the Applicant
 - a. Name
 - b. Place of incorporation
 - c. Date of incorporation and/ or commencement of business
 - d. Address of the corporate headquarters and its branch office(s), if any
 - e. Details of the VTD manufacturing facilities (also mention whether – owned or contracted its capacity, third party etc.)
 - f. Details of Applicant’s authorized dealers/Sales & Service centers who will sell its registered AIS-140 VTDs Andhra Pradesh
 - g. Certifications of company, manufacturing facility (Like ISO, CE, etc.).
 - h. Brief description of the Applicant including details of its main lines of business.
 - i. Website URL
 - j. Particulars of the Authorized Signatory of the Applicant:
 - i. Name:
 - ii. Designation:
 - iii. Address:
 - iv. Phone Number:
 - v. Mobile Number:
 - vi. Fax Number:
 - vii. Email Address:

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

Sl.	Supporting Documents Provided with the application	Format
1	Power of Attorney (POA) in original for the person signing the Application	Annexure F
2	<ul style="list-style-type: none"> • Certificate of Incorporation of the Company of the Applicant issued by Competent authority • Certificate for Commencement of Business of the Applicant issued by Competent authority, as applicable 	
3	Purchase Order/ Contract copies/ Invoices evidencing that the Applicant has supplied at least 5000 device's in last 3 years (from the date of publication of this document) together with client contact details.	
4	DD towards Document Cost	
5	Performance Security in the form of Bank Guarantee	Annexure G
6	<p>VTD and related details</p> <ul style="list-style-type: none"> • Two samples of each of the models of VTD applied for registration. • VTD brochure(s). • Whether VTD is Make in India or not? (Document Proof) • Dos / Don'ts and user manual. • VTD Protocol(s) / API Document explaining all the messages, fields and their values. • M2M Service Provider details (List of IP Pool, NAT Pool, etc.) • Other certifications for VTD standard's compliance (CE, FCC, RoHS, PTCRB etc.). 	
7	<p>Statement of compliance of the VTDs being submitted with the minimum technical specifications together with the following documents, as applicable:</p> <ul style="list-style-type: none"> • Self-certification by Applicant against each parameter • Supporting document in the form of standard product/ component data sheet, brochures in support of compliance of the VTDs with the required specifications • Certification from any below testing agencies <ul style="list-style-type: none"> ○ Automotive Research Association of India (ARAI) ○ International Centre for Automotive Technology (ICAT) ○ Central Institute of Road Technology (CIRT) ○ Vehicle Research & Development Establishment (VRDE) ○ or any APSAC approved agency, • AIS-140 VTD enabled with Indian SBAS – NAVIC, GAGAN. 	Annexure B
8	Registration Process document together with any addendum issued, duly signed by the authorized signatory of the Applicant on each page.	

Annexure D: Format of Registration Letter

To,
The Applicant

Date:

Sub: Registration of VTD for the Specified Mineral transporting Vehicles in Andhra Pradesh

Sir,

This has reference to your Application seeking registration of your VTD(s) for the Mineral Transportation Vehicles in Andhra Pradesh.

We have examined your Application and are pleased to inform that the following VTDs have been registered as per the details below:

AIS-140 - VTD Model Number(s) Registered	
Name and Address of the Applicant	
Name of Manufacturer & its Registered Office Address	
Address of Manufacturing unit	
Name and Address of Dealers	
Registration valid Till	
Registration valid for (Vehicle type)	

The aforesaid registration shall be governed by the terms and conditions as detailed in the Registration Process document dated _____ Issued by the Department/APSAC for the process.

[Name and Designation of the Authorized Signatory]

[Signature of the Authorized Signatory]

[Contact address including phone, fax and E-mail]

Annexure E: Terms and Conditions Governing Registration

1. Validity of Registration

- a. The registration of Empanelled Vendor VTD AIS-140 model(s) would be carried out by APSAC based on the submissions and representations made by the Applicant towards compliance with the requirements outlined in the Registration Process document.
- b. The VTD registration by APSAC would be valid for a particular VTD model and its specification (including the specification of its components) submitted by the Applicant along with its Application and would not be valid for any other VTD model or the same VTD model having specifications (including the specification of its components) different from the one which was registered by APSAC.
- c. In the event of there being any change in AIS-140 VTD model or specification (including the specification of its components) of the AIS-140 VTD, which has been registered by APSAC, on account of any change in design/component or otherwise, the registration will no longer be valid and, the Empanelled Vendor will have to submit a fresh application as per the then applicable terms and conditions seeking fresh registration.
- d. Department of Mines & Geology /APSAC reserves the right to extend the validity of registration to other class of vehicles or to remove the validity of registration from any class of vehicles, if it so desires. Empanelled Vendor shall have no objection or any claim to any such act of Department of Mines & Geology/APSAC and Department of Mines & Geology/APSAC shall not be liable for any such act.
- e. The VTD registration shall be valid for all the following together as outlined in the registration letter issued by APSAC on behalf of Department of Mines & Geology, GoAP (Department of Mines & Geology):

AIS-140 VTD Model Number(s)	
Name and Address of the Applicant	
Name of Manufacturer & its Registered Office Address	
Address of Manufacturing unit	
Name and Address of Dealers	
Registration valid Till	
Registration valid for (Vehicle type)	

2. Obligations of Empanelled Vendor

Empanelled Vendor shall, at its own cost and expense, observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in the Registration Process document including the Terms and Conditions Governing Registration, the obligations set forth in this clause:

- a. The Empanelled Vendor shall submit to APSAC all VTD(s) related documents, specifications, information, data sheets, brochure and the like together with the Application or upon request from APSAC, in order for APSAC to be able to process the Application submitted by the Empanelled Vendor for registration of the VTD(s).
- b. The Empanelled Vendor shall provide protocol integration support to APSAC, as required and towards this depute its team of competent personnel led by a designated single point of contact to interact with APSAC. In case APSAC/Department of Mines & Geology requires Empanelled Vendor for any upgrades on firmware / OTA changes, the same has to be provided without any charges.
- c. The Empanelled Vendor shall pay required fee and charges as outlined in the Registration Process document and the Terms and Conditions Governing Registration. In the event any VTD is required to be re-processed for its compliance due to any change in design/component or any other reasons attributable to the Applicant, the Applicant shall, submit fresh application seeking registration of the VTD as per the then applicable terms and conditions.
- d. The Empanelled Vendor shall comply with all applicable laws and sell (where applicable) only the registered VTD to permit holders of the vehicles in compliance of the notifications from Department of Mines & Geology.
- e. The Empanelled Vendor shall ensure that its dealers (where applicable) comply with all applicable laws and sell only the registered AIS-140 VTD to permit holders of the vehicles in compliance of the notifications from Department of Mines & Geology.
- f. The Empanelled Vendor whose AIS-140 VTDs have been registered shall ensure that such VTDs when sold are activated through the central control system of APSAC/Department of Mines & Geology as per the process set out by APSAC. The Empanelled Vendor shall be provided a web based interface for the same.
- g. The Empanelled Vendor shall provide all necessary resources and infrastructure for carrying out the device activation immediately upon sale and installation of the AIS-140 VTD.
- h. The Empanelled Vendor shall be responsible for supply, management and proper implementation of M2M SIM card in the VTDs and ensuring proper configuration of the device to send data to APSAC control center.
- i. The Empanelled Vendor shall ensure that the device will have **comprehensive warranty** of at least **three years**.

j. The Empanelled Vendor will **set up sales & service center in each of the districts of Andhra Pradesh** in which they plan to undertake sale of VTDs and intimate the locations and other details with APSAC and the Department

k. The SIM card charges and data charges are to be charged from vehicle owner/ operator.

3. Registration Period

Unless the registration of any VTD model is revoked or cancelled by Department of Mines & Geology/APSAC, the registration shall remain valid so long as such model continues to comply with the requirements based on which the same was registered by APSAC (“Registration Period”)

4. Commercial arrangement between Applicants and permit holders

a. Any commercial or other arrangements between the Empanelled Vendor and the permit holders shall be as mutually agreed between them. The prices of the registered VTD(s) and all other terms and conditions including those related to warranty, AMC, nature and scope of free servicing during warranty period, VTD uptime and other performance and service related terms and conditions etc. shall be as mutually agreed by and between the Empanelled Vendor concerned and the permit holders. APSAC/Department of Mines & Geology shall have no role, responsibility and liability in relation to the same. However, the price shall not be higher than the Maximum Retail Price (MRP) quoted by the vendor as per Annexure A. *(To match with the competitive price of the VTD – AIS140 which are already empanelled by APSAC / DMG, please refer the details available in APSAC / DMG website)*

b. The Empanelled Vendor shall be under obligation at all times to comply with Terms and Conditions Governing Registration and adherence to all aspects of fair trade practices in its dealing with the permit holders.

c. In case the Empanelled Vendor is found to be in breach of any of the condition(s) of the Registration Process document or Terms and Conditions Governing Registration at any stage during the Registration Period, the registration of its VTDs may be withdrawn and APSAC/Department of Mines & Geology may, in addition, consider debarring and blacklisting the Empanelled Vendor concerned for such period as deemed fit. Additionally, legal action, as per rules/laws, shall be initiated against the Empanelled Vendor.

5. Volume of VTDs

a. Department of Mines & Geology/APSAC do not make any express or implied representations to the Empanelled Vendor as to the volume of business that any or all of the Empanelled Vendor may get.

b. By seeking to register their VTDs, the Empanelled Vendor shall be deemed to have made careful examination of all the relevant factors, nature of enterprise, the quantum of business and its likelihood. Department of Mines & Geology/APSAC shall not be liable for any omission or mistake or error or neglect by the Empanelled Vendor.

6. Monitoring and Audit

- a. During the Registration Period, Department of Mines & Geology/APSAC shall have right, without being obliged, to monitor/audit the registered AIS-140 VTD of the Empanelled Vendor with a view to ascertain their continued compliance with the Terms and Conditions Governing Registration.
- b. The Applicant of registered AIS-140 VTD shall be under obligation to provide all reasonable support, information like technical documentation, change of office/ dealers/sales/service center addresses (including addition and discontinuation of the same) etc. and extend other reasonable cooperation to Department of Mines & Geology/APSAC for them to effectively monitor its performance and compliance of the registered VTD during the Registration Period.

7. Revocation/Cancellation of Registration

If as an outcome of any monitoring and/or audit conducted, or, as otherwise reasonably determined by Department of Mines & Geology/APSAC, the Empanelled Vendor of registered AIS-140 VTD has failed to perform its obligations and/or has failed to comply with the Terms and Conditions Governing Registration in any material respect, APSAC/Department of Mines & Geology shall be within its rights to revoke and cancel, in its sole and absolute discretion, the registration of all the VTDs of the Empanelled Vendor or the VTD that no longer complies with the requirements outlined in the Terms and Conditions Governing Registration.

Provided that prior to revocation/cancellation of the Registration, APSAC/Department of Mines & Geology may, if it deems necessary, ask the Empanelled Vendor to explain the reasons of its failure in complying with the Terms and Conditions Governing Registration and thereupon take any decision that APSAC/Department of Mines & Geology may consider appropriate.

8. Liability

The registration under the Registration Process is not to be construed in any way as diminishing or substituting the mutual contractual responsibilities/ obligations between the Empanelled Vendor and the permit holders purchasing VTDs from them. Department of Mines & Geology/APSAC in no way guarantee the performance of or by the registered VTD(s) or the Empanelled Vendor(s). Empanelled Vendor will be liable and responsible for performance of the VTD(s) supplied to the permit holders.

9. Continued Compliance of the Registered VTDs

- a. At the end of a period of one year from the date of VTD registration letter issued by APSAC to the Empanelled Vendor, the Empanelled Vendor shall submit a written undertaking to APSAC/Department of Mines & Geology stating the continued compliance of the VTD concerned as per the requirements of the Registration Process document accompanied by the supporting documents.

- b. Empanelled Vendor shall be under an obligation to immediately inform in writing to Department of Mines & Geology/APSAC in the event of the following:
 - i. Any of its registered AIS-140 VTD(s) no longer complies with the requirements of the Registration Process document based on which the AIS-140 VTD was registered; or
 - ii. Any of the component/module which was part of the AIS-140 VTD model at the time of grant of registration has been changed/alterd due to change in design; or
 - iii. There is any change in design of the AIS-140 VTD or any component thereof post the registration of the same; or
 - iv. Any other factors that would have the effect of changing the AIS-140 VTD design or any component thereof post its registration.
- c. Based on the submissions made by the Empanelled Vendor or otherwise reasonably determined by Department of Mines & Geology/APSAC, if the VTD does not continue to meet the prescribed criteria as per the requirements outlined in the Registration Process document, APSAC/Department of Mines & Geology shall be within its rights to revoke and cancel the registration of the AIS-140 VTD concerned.
- d. In the event the Empanelled Vendor or the concerned division of the Empanelled Vendor is taken over /bought over by another company, the Empanelled Vendor must ensure that company taking over or buying it complies with the Terms and Conditions Governing Registration in respect of all the registered VTDs.

10. Performance Security

- a. Empanelled Vendor shall maintain an initial performance security as per Section 4 as security for 1000 VTD for its due and satisfactory fulfillment of the terms and conditions prescribed in the Terms and Conditions Governing Certification and the Certification Process document (“Security Deposit”).The Empanelled vendor will Submit an additional performance security for every additional 1000 VTD Sold.
- b. The performance security will be returned by APSAC/Department of Mines & Geology to the Empanelled Vendor within 90 days from the expiry of the Certification Period subject to satisfactory performance of the Empanelled Vendor during the Certification Period.
- c. The performance security shall be liable to be forfeited by APSAC/Department of Mines & Geology, in the following cases:
 - i. If the Certified Vendor fails to comply with Terms and Conditions Governing Certification in any material respect; or
 - ii. If it is determined by APSAC/Department of Mines & Geology that the Empanelled Vendor has provided any VTD other than its Certified and empanelled AIS-140 VTD; or

- iii. If there are repeated complaints from the permit holders against the Empanelled Vendor that the vendor is not complying with any Terms and Conditions Governing Certification; or
- iv. If any information or document furnished by the Empanelled Vendor turns out to be misleading or untrue in any material respect; or
- v. If the Empanelled Vendor fails to promptly inform APSAC/Department of Mines & Geology of any event that results in such vendor remaining no longer compliant with the eligibility requirements as per the Certification Process document; or
- vi. If the Empanelled Vendor engages in a corrupt, fraudulent, coercive, undesirable or restrictive practices.

11. Compliance with Applicable Laws

The Empanelled Vendor of registered VTD shall be responsible to comply with all Applicable Laws.

12. Indemnity

The Empanelled Vendor agrees to indemnify and hold harmless Department of Mines & Geology/APSAC, their officers, directors, agents and the consultants from and against:

- a. All third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware and related services or any part thereof.
- b. All consequences and liabilities arising out of or in any way connected with the Applicant's negligence, fault, nuisance, breach and failure to perform its obligations under or pursuant to the Registration Process.
- c. Any accident, death, loss of property, damages suffered/caused, injury caused or suffered, or any other claim/s, suit/s or legal proceedings initiated by any person arising out of or in relation to the registered AIS-140 VTDs supplied or related services provided by the Empanelled Vendor.
- d. The use or misuse by or on behalf of the Empanelled Vendor of the trademark, symbol, logo, or icon of APSAC/Department of Mines & Geology otherwise than in accordance with the Terms and Conditions Governing Registration.

13. Dispute Resolution

In case of any dispute of technical nature the decision of APSAC shall be final and binding on Empanelled Vendor.

Subject to the preceding, any / all disputes arising out of or in any way relating to or concerning this Registration or the Registration Process shall be amicably and promptly settled between the parties. The parties agree that if the efforts of the parties to amicably resolve such differences or dispute(s) fail and no settlement is reached despite such efforts of the parties, then, except where the decision of certain person/APSAC/Department of Mines & Geology has been made final and binding between the parties, the dispute shall be referred to the sole arbitration of

the Secretary (Mines), Government of Andhra Pradesh or any other person appointed / nominated by him in this regard. There will be no objection to any such appointment on the ground that the arbitrator so appointed is a Government servant or that he has to deal with matters to which this registration pertains or that in the course of his duties as Government servant, he has expressed views on all or any of the matters in dispute. The decision of the Arbitrator so appointed will be final and binding on both the parties. The venue of Arbitration shall be Vijayawada and the proceedings shall be held in English under the Arbitration and Conciliation Act 1996.

14. Jurisdiction

The registration and the process shall be governed by the laws of India and the Courts at Andhra Pradesh shall have exclusive jurisdiction to adjudicate upon any / all matter(s) arising from the registration or the process of registration.

15. 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 registration shall be in writing and shall be delivered by hand/ registered post/ courier at the notified address of the party concerned.

16. Prohibition of Assignment

The registration of AIS-140 VTD under this process is not assignable by the Empanelled Vendor to any third party. If found doing so, it shall result in termination of registration of all its VTDs.

17. Language

All notices required and all other communications, documentation and proceedings which are in any way relevant to the Registration or the Registration Process shall be in writing and in English language.

18. Fraud and Corrupt Practices

- a. The Empanelled Vendor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Registration Process. Notwithstanding anything to the contrary contained herein, Department of Mines & Geology /APSAC may (a) reject an Application, and/or (b) cancel the VTD Registration, without being liable in any manner whatsoever to the Applicant if it determines that the Empanelled Vendor has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during or in relation to the Registration Process.
- b. Without prejudice to the rights of the APSAC/Department of Mines & Geology under this clause, if an Empanelled Vendor is found by the Department/APSAC 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 Registration Process, DEPARTMENT OF MINES & GEOLOGY/APSAC may black list such Empanelled Vendor and in such event the Empanelled Vendor shall not be eligible to participate in any tender or RFQ or Registration Process document issued by or on behalf the Department of Mines & Geology /APSAC during the period specified by Department of Mines & Geology /APSAC in this behalf.

- c. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. "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 Registration Process;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Registration Process;
 - iii. "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 Registration Process;
 - iv. "undesirable practice" means establishing contact with any person connected with or employed or engaged by the APSAC/DEPARTMENT OF MINES & GEOLOGY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Registration Process; and
 - v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in or pursuant to the Registration Process.

19. Waiver

- a. Waiver by DEPARTMENT OF MINES & GEOLOGY/APSAC of any default by the Empanelled Vendor in the observance and performance of any provision of or obligations of or under the Registration Process or the Terms and Conditions Governing Registration:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this process;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of the Department of Mines & Geology/APSAC; and
 - iii. Shall not affect the validity or enforceability of the Terms and Conditions Governing Registration in any manner.
- b. Neither the failure by APSAC/Department of Mines & Geology to insist, on any occasion, upon the performance of the terms, conditions and provisions of this Registration Process or any obligation hereunder nor time or other indulgence granted by APSAC/ Department of Mines & Geology to the Applicant shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

20. Severability

If for any reason whatever any provision of the Terms and Conditions Governing Registration is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and Department of Mines & Geology /APSAC would at its option either work out new provision to replace such invalid, unenforceable or illegal provision, as nearly as is practicable to such invalid, illegal or unenforceable provision or delete the invalid, illegal or unenforceable provisions and the rest of the terms and conditions shall continue to remain valid and enforceable.

21. Use of Trademark / Logo of APSAC/Department of Mines & Geology

Empanelled Vendor shall not use the APSAC/Department of Mines & Geology logo or any other trademark, symbol, logo, or icon on or in connection with the registered VTDs including those on its packaging, manuals, promotional and/or advertising materials, or for any other purpose without an express written permission from APSAC/Department of Mines & Geology

22. Successors and Assigns

This arrangement shall be binding upon and inure to the benefit of APSAC/Department of Mines & Geology and the Applicant being the parties to this arrangement.

Annexure F: Format for Power of Attorney for Signing of Application

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (Name and residential address) and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Application, in response to the Registration Process being conducted by Department of Mines & Geology, Government of Andhra Pradesh (“Department of Mines & Geology”) through Andhra Pradesh Space Applications Centre (“APSAC”), seeking Registration of AIS-140 VTDs for Minerals Transporting Vehicles in Andhra Pradesh, including signing and submission of Application, all documents and providing information / responses to Department of Mines & Geology / APSAC, representing us in all matters before Department of Mines & Geology/ APSAC, and generally dealing with Department of Mines & Geology/ APSAC in all matters in connection with our aforesaid Application.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title, Address and Date)

Accepted

(Signature)

(Name, Title, Address of the Attorney and Date)

Notes:

1. To be executed by the Applicant.
2. 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 executants (s) and when it

is so required the same should be under common seal affixed in accordance with the required procedure.

3. In case the Application is signed by an authorized Director of the Applicant, a registered copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure G: Format for Performance Security Bank Guarantee

(To be issued on Non Judicial Stamp Paper of Rs.100)

The Vice Chairman
Andhra Pradesh Space Applications Centre (APSAC)
ITE & C Department, Govt. of Andhra Pradesh

WHEREAS:

- A. APSAC, on behalf of Department of Mines & Geology, has invited Applications from the interested and eligible Applicant seeking Certification to provide VTD and to perform associated services in respect of the mineral transporting vehicles (“Registration Process”)
- B. _____ (“Applicant”) is desirous of getting itself certified through the Certification Process and has submitted Application in this behalf.
- C. Applicant, upon its empanelment would become an Empanelled Vendor (“Empanelled Vendor”), and, as an Empanelled Vendor, would be eligible to provide AIS-140 VTD and associated services in respect of the mineral transporting vehicles subject to the Terms and Conditions Governing Certification as outlined in the Certification Process document.
- D. Applicant is required to submit a performance security of Rs _____ (Rs _____ only) as performance security as security for its due and satisfactory fulfillment of the terms and conditions prescribed in the Certification Process document (“Security Deposit”).
- E. We, _____ through our branch at _____ [Address], (the “Bank”) have agreed to furnish this Performance Security upon request from the Applicant.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Applicant’s obligations as Empanelled Vendor under and in accordance with the Terms and Conditions Governing Certification as outlined in the Certification Process document, and agrees and undertakes to pay to APSAC, upon its mere first written demand, and without any demur,

reservation, recourse, contest or protest, and without any reference to the Empanelled Vendor, such sum or sums up to an aggregate sum of the Guarantee Amount as APSAC shall claim, without APSAC being enquired to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from APSAC, under the hand of its authorized signatory, that the Empanelled Vendor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Terms and Conditions Governing Certification as outlined in the Certification Process document shall be conclusive, final and binding on the Bank. The Bank further agrees that APSAC on behalf of Department of Mines & Geology shall be the sole judge as to whether the Certified Vendor is in default in due and faithful performance of its obligations under the Terms and Conditions Governing Certification as outlined in the Certification Process document and its decision that the Empanelled Vendor is in default shall be final and binding on the Bank, notwithstanding any differences between APSAC and the Empanelled Vendor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Empanelled Vendor for any reason whatsoever.
3. In order to give effect to this Guarantee, APSAC on behalf of Department of Mines & Geology shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Empanelled Vendor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for APSAC on behalf of Department of Mines & Geology to proceed against the Empanelled Vendor before presenting to the Bank its demand under this Guarantee.
5. APSAC on behalf of Department of Mines & Geology shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the Terms and Conditions Governing Certification as outlined in the Certification Process document or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Empanelled Vendor contained in the Terms and Conditions Governing Certification as outlined in the Certification Process document or to postpone for any time, and from time to time, any of the rights and powers exercisable by APSAC against the Empanelled Vendor, and either to enforce or forbear from enforcing any of the aforesaid terms and conditions and/or the securities available to APSAC, and the Bank shall not be released from its liability and obligation under these presents by any exercise by APSAC of the liberty with reference to the matters aforesaid or by reason of time being given to the Empanelled Vendor or any other forbearance, indulgence, act or omission on the part of APSAC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision

have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by APSAC on behalf of Department of Mines & Geology in respect of or relating to the Terms and Conditions Governing Certification as outlined in the Certification Process document or for the fulfillment, compliance and/or Performance of all or any of the obligations of the Empanelled Vendor under the Terms and Conditions Governing Certification as outlined in the Certification Process document.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until _____(Mention date based on the required period of validity of the Performance Guarantee) and unless a demand or claim in writing is made by APSAC on behalf of Department of Mines & Geology on the Bank under this Guarantee during its validity, after such date, all rights of APSAC under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of APSAC on behalf of Department of Mines & Geology in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch in Vijayawada, State of Andhra Pradesh, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an Nodal officer of APSAC on behalf of Department of Mines & Geology that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect till (Mention date based on the required period of validity of the Performance Guarantee) or until it is released earlier by APSAC on behalf of Department of Mines & Geology pursuant to the provisions of the Terms and Conditions Governing Certification as outlined in the Certification Process document.
11. Signed and sealed this ____ Day of _____, 20XX at _____

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Address)

NOTES:

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.