

CONTRACT

BETWEEN

THE GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS

AND

EAA COMPANY LIMITED (EAA)

FOR

PROVISION OF SERVICES

FOR

**PRE-SHIPMENT ROAD WORTHINESS INSPECTION SERVICES FOR
USED MOTOR VEHICLES**

21st January, 2019

THIS CONTRACT (hereinafter called the "Contract") is made the 21st day of January, 2019,

BETWEEN:

EAA Company. Limited, having its principal place of business at **Nakat Building 1-10-5-101 Rinkan, Yamato-SHI Kanagawa-KEN**, Japan (hereinafter referred to as "**the Service Provider**") **OF THE FIRST PART**

AND:

THE GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS as represented by the **MINISTRY OF LABOUR** and implemented through **The Bahamas Bureau of Standards and Quality (BBSQ)**, a standards body established by The Standards Act, Chapter 338A of the Laws of The Bahamas, and having its principal place of business at **The Source River Ctr. 1000 Bacardi Rd. Nassau, The Bahamas** (hereinafter referred to as the "**The Client**")

OF THE SECOND PART

WHEREAS

The Client was established to support industry in the production of goods and services of acceptable quality for national, regional and international markets; and providing an industry to improve the overall quality environment for products and services;

The Client has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "**Services**"); and the Service Provider, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Road Worthiness Inspection Services on the terms and conditions set forth in this Contract at a Contract price to be agreed at Contract negotiation

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents shall form and be read and construed as part of this Contract:
 - (a) the Letter of Acceptance;

- (b) the Service Provider's Bid;
- (c) the Special Conditions of the Contract;
- (d) the General Conditions of the Contract;
- (e) the Specifications (starting at page 26); and
- (f) the Road Worthiness Activity Schedule.

- 2. The obligation of the Service Provider is to carry out the Services in accordance with the provisions of the Contract

IN WITNESS WHEREOF this Contract is executed by the duly authorized officers of the Parties as of the date first written above.

FOR THE MINISTRY OF LABOUR OF THE GOVERNMENT OF THE BAHAMAS

IN WITNESS WHEREOF the Official Seal has hereto been affixed the 21st day of January A.D., 2019 first hereinafter written.



Name: Ms. Cecilia Strachan

Title: **Permanent Secretary of Ministry of Labour**

The Official Seal of the Ministry of Labour was affixed by the Permanent Secretary subscribed her signature hereto on the 21st day of January A.D., 2019 in the presence of:-



WITNESS

FOR THE BAHAMAS BUREAU OF STANDARDS

Name: Dr. Renae Ferguson - Bufford

Title: **Director of The Bahamas Bureau of Standards and Quality (BBSQ)**

The Official Seal of The Bahamas Bureau of Standards and Quality was affixed by the Director of Standards subscribed her signature hereto on the 21st day of January A.D., 2019 in the presence of:-

WITNESS

FOR EAA Company Limited



Name:

Title: Authorized Signatory





Witness

Section I. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) "The Adjudicator " is the person appointed jointly by the Client and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Client;
- (d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6 of this Contract;
- (f) "Client" means the party who employs the Service Provider;
- (g) "Foreign Currency" means any currency other than the currency of The Bahamas;
- (h) "GCC" means these General Conditions of Contract;
- (i) "Government" means the Government of the Commonwealth of The Bahamas;
- (j) "Local Currency" means Bahamian Dollars;
- (k) "Member" in case the Service Provider consists of a joint venture of more than one entity, means any of these entities;
- (l) "Members" means all these entities;
- (m) "Member in Charge" means the entity specified in the SCC to act on their behalf in exercising all the Service Provider's rights and obligations towards the Client under this Contract;
- (n) "Party" means the Client or the Service Provider, as the case may

be, and "Parties" means both the Service Provider and the Client;

- (o) "Personnel" means persons hired by the Service Provider or any Subcontractors of the Service Provider hired as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Client;
- (q) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Client;
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Client, starting at Page 26;
- (t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in the Specifications and Schedule of Activities on Page 45 of this contract document; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (u) "Subcontractors" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Governing Law

This Contract shall be construed, interpreted and enforced in accordance with the laws applicable in the Commonwealth of The Bahamas, which shall govern the respective rights and obligations of the Parties.

1.3 Language

This Contract has been executed in **English**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

- 1.5 Location** The Services shall be performed at such locations as are specified in the Service Provider's Bid Document whether in the Government's country or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Government** The Service Provider shall permit the Government to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Government, if so required by the Government, with the cost of such services being shared between the Parties.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties, which is the date specified in the **SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Programme** Before commencement of the Services, the Service Provider shall submit to the Client, for approval, a Programme showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Programme as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, which is the date specified **in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier, pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.**
- 2.4 Modification** Modification of any of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than sixty (60) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Service Provider becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Sub-Clause 1.7 above.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than sixty (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (b) if the Service Provider becomes insolvent or bankrupt;

2.6.3 Mutual Termination

Either Party may terminate this Contract as any time by providing

the other Party at least six (6) months' prior written notice.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Road Worthiness Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-contractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict

with the activities assigned to them under this Contract;

- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire employees of the Client in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

Each Party ("Receiving Party") shall retain in confidence all information made available to it by the other party ("Disclosing Party") pursuant to or in connection with this Contract that the Disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential (collectively "Confidential Information"). The recipient shall:

- (i) Limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the recipient's performance of this Agreement;
- (ii) Advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Contract and assume full liability for the actions and omissions of its Representatives with respect to the Confidential Information;
- (iii) Keep all Confidential Information strictly confidential by using the degree of care used in safeguarding its own confidential information, but in no event less than a reasonable degree of care; and
- (iv) Not disclose any Confidential Information received by it to any third parties (except as otherwise provided herein).

In the event of any breach of this provision, the non-breaching party will be entitled to such remedies that it may have at law or in equity, such as injunctive relief or an order of specific performance. Nothing in this Contract shall be construed to grant to the recipient any title, ownership, intellectual property right or license in the Confidential Information of the disclosing Party, and the recipient acknowledges that it does not acquire any such title, ownership,

intellectual property right or license under this Contact.

This Article shall survive the expiration or termination of this Contract.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"), and
- (c) changing the Programme of activities.

3.6 Reporting Obligations

The Service Provider shall submit to the Client the reports and documents specified in Clauses 1.1-1.4 in the Schedule Part III (beginning at Page 42) Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Client, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Performance Security

The Service Provider shall provide the Performance Security to the Client no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Client, and denominated

in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until 60 Days from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel has (i) committed acts of serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

5. Obligations of the Client

5.1 Services and Facilities

The Client shall make available to the Service Provider the Services and Facilities that may be listed separately **in the SCC.**

6. Payments to the Service Provider

6.1 Contract Price

- (a) The price payable in local currency is **set forth in the SCC.**
- (b) The price payable in foreign currency is **set forth in the SCC.**

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Client shall be as **indicated in the SCC**. The Client shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Client may instruct the Service Provider to search for a Defect and to uncover and test any service that the Client considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Client shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Client's notice.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8. Dispute Settlement

8.1 In the event that any dispute or question shall arise between the Parties with respect to this Contract or any Clause therein contained or the rights, duties and liabilities of either Party, the Parties shall use their best efforts to amicably settle all such dispute or differences.

8.2 Any dispute or question which cannot be amicably settled within ten (10) days after receipt by one Party of the other Party's request for such amicable settlement, the dispute or matter in question shall be determined by a single arbitrator in case the Parties shall agree upon one, otherwise by two arbitrators, one to be appointed by each Party to the dispute and in either case in accordance with the provisions of the Arbitration Act, 2009 of The Bahamas, or any statutory modification or re-enactment thereof for the time being in force.

8.3 Pending the submission and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Contract without

prejudice to a final adjustment in accordance with such award.

- 8.4 Should the Arbitrator resign or die, or should the Client and the Service Provider agree that the Arbitrator is not functioning in accordance with the provisions of the Contract or the law, a new Arbitrator will be jointly appointed by the Client and the Service Provider.

9. Regulations

9.1 Regulations

Following execution of the Contract the parties will prepare the implementation procedures of the Programme. The Client undertakes to adopt within 3 months of the date of execution of the Contract one or several regulations or legislative instruments as appropriate which will set out the requirements for implementation of the Programme, and the obligations of the importers and exporters there under.

9.2 Changes in Regulations

The Client shall inform the Service Provider, in writing, before making any changes in the Regulations or the Contract where such changes would alter the Programme. The Client shall provide 30 days' for the implementation of any changes.

9.2.1 Services Affected by Change in Regulation

Where changes in the Regulations increase the cost of the services or reduce the revenue of the Contract derived from the services, such changes to the affected clauses shall be renegotiated by the parties in good faith.

10. Transmission of Information and Documents

The Client shall ensure that the Service Provider promptly receives all Regulations including import regulations and the data and/or hard and soft copies of all documents, including but not limited to import declarations, decisions or Contracts, and which are required for the performance of the Services. Information, which is not required for the performance of the Services, which is confidential to the Client, and other relevant authorities of the Government, shall be released to the Client or at the discretion of the Client and the relevant government agencies.

11. Conflict of Interest

- 11.1 The Service Provider shall hold the Client's interests paramount, and strictly avoid conflict with other assignments or their own corporate interest.
- 11.2 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any sub-contractors and any entity affiliated with such sub-contractors, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Service Provider's Services for the preparation or implementation of this Contract.
- 11.3 The Service Provider shall not engage, and shall cause its sub-contractors not to engage, either directly or indirectly, in any business or professional Services that would conflict with the Services assigned to them under this Contract.
- 11.4 The Service Provider has an obligation and shall ensure that its sub-contractors shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.

12. Confidentiality

- 12.1 Each party hereto acknowledges that by reason of its relationship with the other party hereunder, it may have access to confidential information and materials concerning the other party's business, technology, and/or products that is confidential to the other party ("Confidential Information"). Each party's Confidential Information is of substantial value to the party, which value could be impaired if such information was disclosed to third parties or used in violation of this Contract. Each Party shall take all reasonable endeavours to keep confidential (and to ensure that its officers, employees, agents and professional and other advisers keep confidential) any information which it may have to acquire before or after the date of this Contract: (i) in relation to designated pilot groups, government agencies or employees ; or (ii) in relation to the designated pilot group, any information which forms part of any document and which is expressly marked as commercially sensitive.
- 12.2 Written or other tangible Confidential Information must at the time of disclosure be identified and labelled as Confidential Information belonging to the disclosing party. When disclosed orally or visually, Confidential Information must be identified as

confidential at the time of the disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure. Each party agrees that it will not use in any way for its own account or the account of any third party, such Confidential Information, except as authorized under this Contract, and will protect Confidential Information at least to the same extent as it protects its own Confidential Information and to the same extent that a reasonable person would protect such Confidential Information. Neither party may use the other party's Confidential Information except to perform its duties or exercise its rights under this Contract.

12.3 The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving party at the time of access hereunder, (ii) becomes publicly available through no wrongful act of the receiving party, (iii) independently developed by the receiving party without benefit of the disclosing party's Confidential Information, (iv) has been rightfully received from a third party not under obligation of confidentiality or (v) is required to be disclosed by law, provided the party compelled to disclose the Confidential Information provides the party owning the Confidential Information with prior written notice of disclosure adequate for the owning party to take reasonable action to prevent such disclosure, where reasonably possible. Unless otherwise agreed to by both parties, upon termination of this Contract or an applicable Addendum, each party will return the other party's Confidential Information.

12.4 Each Party shall inform any officer, employee or agent of it, or any professional or other adviser advising it in relation to the matters referred to in this Contract, to whom it provides Confidential Information, that such information is confidential and shall instruct them:

1. to keep it confidential; and
2. not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Contract).

The disclosing Party is responsible for any breach of this section by the person to whom the Confidential Information is disclosed.

13. Liability

13.1 Liability of the Service Provider

The Service Provider shall be liable to the Client for the performance of the Services in accordance with provisions of this Contract and for any loss suffered by the Client as a result of a default by the Service Provider in performance of its contractual obligations, subject to the following limitations:

- (i) The Service Provider shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Service Provider, its Sub-contractors, and the Personnel of either of them;
- (ii) The Service Provider shall not be liable for any loss or damage caused by or arising out of circumstances over which the Service Provider has no control; and
- (iii) The Service Provider shall immediately attempt to remedy any damages caused to the Client, resulting from the performance and execution of its duties herein.

14. Indemnity

Indemnity

The Service Provider and the Client shall hold one another innocent and indemnify one another against any claims made by any third parties for loss, damage or expense of whatever nature including reasonable legal expenses arising from the acts, neglect or omission of their personnel and/or subcontractors.

15. Insurance

During the duration of this Contract, the Service Provider shall take out and maintain, and shall cause any Subcontractor to take out and maintain, at its (or the Subcontractor's as the case may be) own cost appropriate insurance policies.

16. Accounting Inspection and Auditing

The Service Provider:-

- i. Shall keep and shall cause each of its subcontractors to keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in

such form and detail as will clearly identify all relevant charges and costs, and the bases thereof;

- ii. Shall permit the Client or its designated representative periodically, and up to one year from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

17. Anti-Corruption

It is a condition of this Contract that each of the Parties

- (a) Has not (nor, to its knowledge, has anyone on its behalf) made or offered to make and will not (nor will anyone on its behalf) make or offer any payment directly or indirectly at any time or in any circumstances to any third party or offer any payment gift, or promise, or give any advantage whether directly or through an intermediary;
- (b) Has not (nor, to its knowledge, has anyone on its behalf) received and will not (nor will anyone on its behalf) receive any payment directly or indirectly at any time or in any circumstances from any third party, whether directly or through an intermediary;
- (c) In respect of commission, brokerage, introduction fee or similar payment, or for the purposes of influencing any act or decision of any public official or any other person (including inducing any public official to do or omit to do any act in violation of his or her lawful duties or to use his or her influence to affect any act or decision of any government or public enterprise) and shall procure that each party's employee's servants or agents and any sub-contractors shall comply with the terms of this clause.

18. Good Faith

The parties undertake to act in good faith with respect of each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

19. Operation Of The Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either party believes that this contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. A formal review of the operations shall take place every six (6) months. The Steering Group shall carry out this review.

Section II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract								
1.1(a)	The Arbitrator will be appointed in accordance with UNCITRAL Arbitration Rules prevailing at a time.								
1.1(e)	<p><i>i.</i> The Contract price is as shown in the table below:</p> <p style="text-align: center;">The price per vehicle inclusive of taxes</p> <table style="margin-left: 40px;"> <tr> <td>Japan</td> <td style="text-align: right;">:150.00 USD*</td> </tr> <tr> <td>United Arab Emirates</td> <td style="text-align: right;">:150.00 USD*</td> </tr> <tr> <td>Singapore</td> <td style="text-align: right;">:150.00 USD*</td> </tr> <tr> <td>United Kingdom</td> <td style="text-align: right;">:200.00 USD*</td> </tr> </table> <p><i>*(An administration fee of US\$20 per unit is to be paid to BBSQ)</i></p>	Japan	:150.00 USD*	United Arab Emirates	:150.00 USD*	Singapore	:150.00 USD*	United Kingdom	:200.00 USD*
Japan	:150.00 USD*								
United Arab Emirates	:150.00 USD*								
Singapore	:150.00 USD*								
United Kingdom	:200.00 USD*								
1.1(h)	The Foreign currency is United States Dollar.								
1.1(i)	The Member in Charge is: Inspections Manager, EAA Company Ltd.								
1.1(p)	The Service Provider is EAA Company Limited (EAA)								
1.4	<p>The addresses are:</p> <p>Client: Director, The Bahamas Bureau of Standards & Quality, The Source River Centre, 1000 Bacardi Road, P.O Box N-4843, Nassau, The Bahamas</p> <p>Attention: Inspections Manager, Bahamas Bureau of Standards and Quality</p> <p>Telephone: 242-362-1756</p> <p>Facsimile number: 242-362-9172</p> <p>Electronic mail address: bbsq@bahamas.gov.bs, info@bbsq.bs</p> <p>Service Provider: EAA Company Limited</p> <p>Nakata Building 1-10-5-101 Rinkan, Yamato-SHI Kanagawa-KEN, Japan Tel 046-205-7611 Fax 046-205-7610 Email: info@eaa-s.jp</p> <p>Website: www.eaa-s.jp</p> <p>Attention: Mr. Toyohiko Hashino</p> <p>Telephone; 046- 205-7611</p> <p>Facsimile: 046-205-7610</p>								
1.6	<p>The Authorized Representatives are:</p> <p>For the <u>Client</u>: Permanent Secretary, Ministry of Labour</p> <p>For the Service Provider: EAA Managing Director.</p>								
2.1	The date on which this Contract shall come into effect is, 2019								

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract								
2.2.2	The Starting Date for the commencement of Services is, 2019								
2.3	The Intended Completion Date is: 1 year after commencement date.								
3.2.3	Activities prohibited during this Contract period are, but not limited to, used motor vehicle sales and logistic chain services (Freight forwarding and shipping).								
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> • When the vehicles are in the custody of the Service Provider. • Limit of liability on the motor vehicle in the custody of the Service Provider, is limited to the current market value of said vehicle. 								
3.8	<p>The following shall constitute nonperformance of obligations by the Service Provider and/or its subcontractors:</p> <p>3.8 delays constituting 5% or more of the monthly inspections in:</p> <ul style="list-style-type: none"> • Inspecting motor vehicles beyond five days • Issuing COR / NCR to the importer / exporter beyond four days • Transmitting COR / NCRs to the Client beyond one week from the date of inspection; <p>Such nonperformance shall attract a penalty equivalent to the inspection fees for the number of cases actually established by the Client, but without prejudice to the Client's other rights contained herein:</p> <p>Where the Service Provider or its subcontractors issue a COR for non-compliant motor vehicle it shall suffer a penalty of United States Dollars US\$2,000.00 per motor vehicle. This clause shall apply where after re-testing the motor vehicle, it is found to be non-compliant.</p>								
6.1	<p>The agreed inspection fee (which is made up of the cost for conducting the inspection and a BBSQ administrative fee per unit of US\$20) will be as follows:</p> <table style="margin-left: 40px;"> <tr> <td>Japan</td> <td>:150.00</td> </tr> <tr> <td>United Arab Emirates</td> <td>:150.00</td> </tr> <tr> <td>Singapore</td> <td>:150.00</td> </tr> <tr> <td>United Kingdom</td> <td>:200.00</td> </tr> </table> <p>The inspection fee shall be paid in USD, or the local currency in the country of pre-shipment inspection.</p> <p>NB: The exchange rate shall be reviewed annually or by averaging exchange rate over longer period as agreed.</p>	Japan	:150.00	United Arab Emirates	:150.00	Singapore	:150.00	United Kingdom	:200.00
Japan	:150.00								
United Arab Emirates	:150.00								
Singapore	:150.00								
United Kingdom	:200.00								

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1	<p>Payments shall be made according to the following schedule:</p> <p style="padding-left: 40px;">Service Provider will collect the inspection fee and pass to The Bahamas Bureau of Standards and Quality, an amount per vehicle as administrative fee of 20.00 USD at the end of each month as agreed.</p> <p>Service Provider shall remit administrative fee to BBSQ within 15 days after the end of each month.</p>
7.1	<p>The principle and modalities of inspection of Services by the Client are as follows: Testing stations in the countries of operation shall be audited at least once a year (as separately agreed between Parties).</p>
8.3	<p>The designated Appointing Authority for a new Adjudicator is <i>The Client and the Service Provider</i>.</p>

SCHEDULE
Part I
SPECIFICATIONS
EAA STANDARD FOR ROADWORTHINESS
Road Vehicles-Code of Practice for Inspection and Testing of Used Motor Vehicles
for Road Worthiness

1. Scope

The Service Provider shall be responsible for undertaking, on behalf of BBSQ, testing of all used motor vehicles for roadworthiness as described in the EAA Standards. The standards specify the safety related performance characteristics of used motor vehicles and their inspection and tests for road worthiness.

2. Definitions

For the purpose of these standards, the following definitions shall apply:

2.1 Inspection

Activities such as measuring, examining one or more characteristics of a product or service and comparing these with specified requirements to determine conformity.

Prescribed requirement with which the product or service has to conform.

2.3 Defect

The nonfulfillment or intended usage and requirements.

2.4 Non conformity

The non-fulfillment of specified requirement.

2.5 Reliability

The ability to an item to perform a required function under stated conditions or a stated period of time.

2.6 Quality

The totality of features and characteristics of a product or service that bear on its ability to satisfy states or implied needs.

2.7 Background Radiation

The ionizing radiation constantly present in a natural environment of the earth, which is emitted by natural and artificial sources.

2.8 Dose

A measure of the radiation received or absorbed by a target.

3. Inspection for the Performance Characteristics

3.1 Inspection of steering wheel alignment

The alignment of the steering wheels shall be inspected with a side slip tester machine or any other suitable apparatus. The reading for skidding shall not exceed 5 mm inward or outward for 1 m of travel (see annex A).

3.4 Exhaust gas from automobile

The concentration of or the level of contamination from exhaust gas shall be determined according to annex C and observe the following requirements:

3.4.1 Automobiles using gasoline or liquefied petroleum gas as fuel

The concentration of the exhaust gas from an automobile shall be measured when the engine is idling, and inserting the probe of a tester into the exhaust pipe to a depth of approximately 60 cm (If this is not feasible, measures to prevent the ingress of air from outside shall be taken before inserting the probe). The measurements shall not exceed the following reference values:

- a) concentration of carbon monoxide: 4.5% and
- b) concentration of hydrocarbon:
 - 4 - cycle engine: 1,200 ppm
 - 2 - cycle engine: 7,800 ppm
 - special engine: 3,300 ppm

3.4.2 Automobiles using light oil (diesel) as fuel

The excessive black smoke or fumes emitted from the automobile shall not be allowed.

3.4.3 Smoke and soot emission

- a) The exhaust pipe shall be securely installed, and be free from damage and excessive deformation.
- b) The catalytic muffler shall be securely installed and free from damage.
- c) The blow by gas reducing device shall be securely installed and free from damage.
- d) The emission control device for fuel evaporative gases shall be securely installed and free from damage.

3.5 Brightness of headlamps and orientation of main optical axis

The brightness of headlamps and the orientation of their main optical axis shall be measured either manually or using suitable apparatus with the light receiving portion of a tester squarely opposed to the headlamp according to the distance and method of measurement. The manual measurements shall be done in accordance with test methods specified in annex D and shall agree with the following reference values:

3.5.1 Luminous intensity

a) Four-lamp type

For the main headlamp for driving, the intensity shall be 12000 cd or above and with a sub headlamp added, the intensity shall be

15 000 cd or above.

b) Other types

For the headlamps for driving, the intensity shall be 15 000 cd or above.

3.5.2 Orientation of main optical axis

The main optical axis shall be properly oriented both in the horizontal and vertical directions.

3.6 Horn

With the engine of an automobile stopped, the loudness of its alarm unit (horn) shall meet the following requirements. Measurement shall be conducted in accordance with test method specified in annex E. A microphone set in a position 1.0 m above the ground and at 2.0 m from the front of the vehicle:

a) Reference value: Within the range 90 dB (A) through 115 dB(A).

b) The sound of an alarm buzzer shall be continuous and of constant volume.

3.7 Speedometer

The speedometer shall be in good working order.

4 Inspection for the operational requirements

4.1 Inspection for engine

The engine shall be inspected visually while observing the following:

4.1.1 The engine shall start with ease, and shall not produce excessive unusual noise or vibration during operation.

4.1.2 No oil leakage or water leakage shall be observed from the main body of the engine.

4.1.3 No cracking, damage, or deformation shall be observed in the oil sump, and there shall be no oil leaking from gaskets.

4.2 Exhaust pipe

The positioning and routing of the exhaust pipe shall be done in accordance to ZS 562 and observation of the following shall be made:

4.2.1 No damage or cracking shall be permitted in the intake or exhaust manifold.

4.2.2 No cracking or rubber flaking shall be observed in the exhaust pipe

b) The propeller shaft shall not produce run-out or excessive vibration during driving.

4.5.4 Final drive system

The final drive system shall be free from excessive backlash, unusual noise, and oil leakage.

4.5.5 Axle housing

No cracking, damage, deformation or oil leakage shall be permitted in the axle housing.

4.6 Suspension system

5.6.1 No cracking damage, setting, or misalignment shall be permitted in the spring and the clip band. Center bolt or U-bolt shall not be damaged, missing, or loose.

5.6.2 Miscellaneous

a) No excessive play, oil leakage, or gas leakage shall be present at the mounting portions of the shock absorber.

b) The torque rod, radius rod, and their brackets shall be free from deformation and damage such as cracking and mounting portions and coupling portions shall not be loose or damaged

c) No damaged or loosely mounted upper or lower arm shall be permitted and the knuckle arm and support arm shall be free from cracking, damage, and bends

d) The bellows and piping of an air suspension system shall be free from damage, and no air leakage shall be permitted from air piping.

5 Inspection of axles, wheels, and tires

5.1 Axles

5.1.1 The axle shall be free from cracking and damage, and the drive shaft shall be free from looseness and backlash.

5.1.2 No nuts or bolts shall be loose or missing in a wheel

5.1.3 The wheel disks, rims, and side rings shall be free from cracking and damage due to excessive corrosion or deformation, and the disks shall be free from excessive run-out.

5.1.4 Wheel bearings shall be free from excessive backlash, and the drag from the brakes and the preload on bearings shall be correct.

5.2 Steering system

5.2.1 Steering wheel

a) The steering wheel shall be capable of being easily and reliably operated by a driver sitting in the regular position, and the steering wheel shall be mounted without backlash, lightly operational and provided with proper play.

b) There shall be no backlash in the direction of the axis of the steering shaft.

c) The effort required to manipulate the steering wheel shall not be excessively different between the clockwise direction and the counterclockwise direction.

5.2.2 Steering gear box

a) The gearbox shall be mounted without looseness and be free from oil leakage.

b) The sector shaft shall be free from backlash.

5.2.3 Steering linkage

a) The steering linkage shall be free from deformation and damage such as cracking.

b) No loosely mounted parts, excessive backlash, or defective split pins shall be present in any part of the rod arms.

c) There shall be no risk of the wheels coming into contact with the frame, fender, brake hose or any other part during steering.

5.2.4 Power steering

The power steering system shall be free from oil leakage and looseness in its body or connecting portions and shall operate and function properly.

5.3 Brake system

5.3.1 Brake pedal

a) The height, play, and full depression of the brake pedal shall be correct, and the clearance between it and the floorboard shall not be less than 25% of the overall stroke of the pedal. (For an air brake, the play of its pedal shall not exceed 20 mm).

b) The brake pedal shall be free from backlash in the axial direction, and shall not produce any unusual noise when depressed

c) The brake pedal shall be provided with a mechanism to prevent slipping or a rubber pad.

d) The brake system shall be free from oil leakage and the ingress of air.

5.3.2 Parking brake

a) The parking brake shall be completely engaged when the brake lever is fully activated.

b) The pulling margin of the brake lever shall not be more than 70%

of its overall stroke.

c) The ratchet shall not be worn or damaged.

5.3.3 Brake rods and cables

Any visual damage shall not be allowed.

5.3.4 Brake hose and piping

a) No damaged or loosely installed brake hoses or pipes shall be permitted and there shall be no oil leakage or air leakage from piping or joints.

b) There shall be no risk of a hose or pipe being brought into contact with any other part and no hose or pipe shall show signs of having been in contact with any other part.

5.3.5 Master cylinder and wheel cylinder

The master cylinder and wheel cylinder shall function properly and shall be free from oil leakage, and no bend or damage shall be present in the push rod.

5.3.6 Backing plate

The backing plate shall be free from deformation and distortion, and shall not be cracked especially in proximity to anchor pin installation areas.

5.3.7 Air brake

The hoses and pipes, release valve, and brake chamber shall be free from damage and air leakage. The brake chamber and rod shall be free from deformation, and no split pins shall be missing.

5.3.8 Braking servo unit

The servo unit shall function properly and there shall be no liquid or air leakage from the unit or pipe joints.

5.4 Tires

The tires shall be inspected visually in accordance to types and sizes while observing the following.

6.4.1 The tread pattern shall not be excessively worn or damaged. The sidewall shall be free from cracking and damage and tread shall not show signs of slipping.

6.4.2 Tires shall be free from excessive worn out.

5.5 Front windshield and other window glass

5.5.1 Front windshield

The windshield shall be made of safety glass, and shall be free from any distortion or flaws that may limit visibility.

5.5.2 Other window glass

Other window glass shall not be broken, and the window glass shall be clear:

5.6 Lighting devices and reflectors

5.6.1 Colour of lighting

The light from headlamps shall be white and the colour of all headlamps shall be identical.

5.6.2 Brake lights

The light from brake lamps shall be red, and the brake lamps shall be automatically turned on when the main brake system is activated.

5.6.3 Number plate lights

The light from license plate lamps shall be white in colour and the licence plate lamps shall be so structured that they are not interlocked with the headlamps or position lamps.

5.6.4 Parking lights

The light from parking lamps shall be red in colour and the parking lamps shall be so structured that they are interlocked with the headlamps or auxiliary headlamps.

5.6.5 Reverse lights

The light from back-up lamps shall be white in colour.

5.6.6 Indicating device

Indicator light lamps shall be installed at the front and rear of an automobile, and shall be positioned bilaterally and symmetrically in pairs, respectively. The light from the indicator lamps shall be orange, and the lights shall flash 60 through 120 times per minute.

5.6.7 Indicator lights

The light from position lamps shall be orange or light yellow and the colour of left and right position lamps shall be identical.

5.6.8 Reflectors

Reflectors used shall be in accordance with requirements specified in ZS 563.

5.6.9 Function and damage

Lighting devices and reflectors shall function normally and shall be free from damage and dirt.

5.7 Devices for ensuring vision

5.7.1 Wipers

The windscreen shall be provided with wipers capable of cleaning the wind screen. The wipers shall function normally and its blades shall be free from damage.

5.7.2 Rear view mirror

- a) The rear view mirror shall be firmly installed, and its surface shall be free from smudges, distortion and cracking.
- b) The rear view mirror shall be so structured that its orientation can be easily adjusted and maintained.

5.8 Mileage meter and other instruments

The mileage meter and other instruments such as water temperature indicator, fuel gauge, and tachometer, shall function properly and be free from damage.

5.9 Warning system

5.9.1 Warning lights

Warning lights shall provide warning on the state of oil pressure, charging, parking brake and opening of doors, and the warning lights shall function favourably and be free from damage.

5.9.2 Hazard warning flashing lights

Hazard warning flashing lights shall be installed bilaterally and symmetrically and shall function properly. The hazard warning flashing lights shall be free from damage and shall be orange or light yellow

5.10 Goods - carrying equipment

Goods - carrying equipment shall be capable of carrying goods safely and reliably.

5.11 Frame and vehicle body

5.11.1 Frame

- a) The frame of an automobile shall be sufficiently rigid to withstand driving.
- b) The frame shall be free from cracking, damage or deformation.
- c) No loose rivets shall be permitted at the joints between a side member and a cross member and no cracking shall be observed in proximity to rivet holes.

5.11.2 Vehicle body

- a) The vehicle body shall be reliably secured on the frame, and shall not be loosened by vibration or impact.
- b) The contour and any other shape of the vehicle body shall not contain any sharp projections, protruded rotating parts or any other elements that may interfere with the safe traffic of other vehicles or pedestrians.
- c) Any cracking, corrosion or distortion in parts such as pillars and the floorboard, which constitute the fundamentals of a vehicle body and sills, shall be remedied.

5.12 Vehicle dimensions

5.12.1 Overall length

- a) A bus - train shall not exceed 20 m
- b) A single vehicle, excluding a semi trailer, including any drawbar or coupling, shall not exceed 12.5 m.
- c) A trailer with one axle or axle unit (other than a semi trailer), the GVM of which does not exceed 12,000 kg, shall not exceed 8 m, excluding the length of the drawbar or coupling;
- d) An articulated motor vehicle or other combination of motor vehicles consisting of drawing vehicle and a semi trailer, including any draw bar or coupling, shall not exceed 17 m.
- e) A distance between the drawing vehicle and the trailer, shall not exceed 1.8m, including any drawbar or coupling.
- f) A trailer with one axle or axle unit (other than a semi trailer) the GVM of which exceeds 12,000 kg, shall not exceed 11.3 m, excluding the length of the drawbar or coupling.
- g) A trailer not referred to in (c), (e) and (f) above (other than a semi trailer), the GVM of which exceeds 12,000 kg, shall not exceed 12.5 m excluding the length of any drawbar or coupling.
- h) Any other combination of vehicles including any drawbar or coupling shall not exceed 22 m.

5.12.2 Overall width, and height

The requirements in accordance to ZS 564 shall apply.

5.12.3 Overall overhang

a) Front overhang

Measure the distance between the front axle and the front of the bumper and observe the following:

- i) semi - trailer shall not exceed 18m or
- ii) any vehicle (other than a semi trailer or trailer with one axle unit) shall not:
 - exceed 60% of wheel base or
 - exceed 6.2 m less half of the wheel base, in the case of vehicle

in which the front surface of the backrest of the driver's seat and seat level is within 1.7m of the front end of the vehicle, when such seat, if adjustable, is in the rear most position or - exceed 5.8 m less half the wheel base, in the case of any other vehicle.

b) Rear overhang

The distance between the center of the rear axle and the rear most part of the rear bumper shall be measured and the observation of the following shall be made:

- i) any trailer with one axle or one axle unit other than a semi-trailer or
- ii) any trailer other than a semi trailer, with two axles where the distance between the center - lines of the axles is less than 12m shall not exceed 50% of the length of the body of the trailer or
- iii) any other vehicle shall not exceed 50% of the wheel base

5.13 Coupling device

5.13.1 The coupling device shall be rigid and so structured that it will provide secure coupling. The coupling device shall not be disconnected due to vibration or impact during driving, and shall sufficiently withstand driving.

5.13.2 The coupler of the coupling device shall be installed without looseness, and shall function favourably. The pitching shaft, rolling shaft, and bearings shall be free from wear and damage.

5.13.3 The kingpin of the coupling device for trailers, shall be installed without looseness.

5.13.4 The pintle hook and lunette eye installed on trucks, etc, shall be reliably operable and free from damage.

5.14 Seating arrangement

For public service vehicles, the seating arrangement shall conform with the requirements specified in ZS564.

5.15 Vehicle appearance

5.15.1 Any serious damage to an outer panel shall be remedied.

5.15.2 Window glass elevating devices shall be functional.

5.15.3 Any other damage that may interfere with the safe driving of the vehicle shall not be permitted.

6 Criteria for Conformity

Unless otherwise stated, the following information shall be made available:

6.1 Certificate of roadworthiness attesting conformity to the requirements according to clauses 4, 5 and 6 above.

6.2 Certificate of appraisal showing model, year of manufacture, engine capacity and mileage.

7. Marking

7.1 All vehicles shall be inspected for conformity as stated in Clause 6 and the marking shall be made only after a vehicle has undergone inspection and has been found to have no severe defects.

7.2 Marking of the vehicle shall include the following: chassis number, engine number, type of vehicle, vehicle make, color (body), year of manufacturing and vehicle registration number.

Marking shall not be tempered or concealed by any means, such as painting, welding or any kind of deformation process.

7.3 If some particulars or vehicle configurations are changed, the owner shall report to the vehicle registration authority.

7.4 All vehicles shall have stickers issued by the registration authority indicating the vehicle particulars and places at location as required by registration authority.

To safeguard consumer safety, it is a requirement that all used motor vehicles imported from Japan, Dubai, and Singapore undergo an inspection to detect any radioactive

The Contractor will undertake this inspection on behalf of BBSQ and will issue certificates only for the vehicles whose levels of contamination are within acceptable limits.

**Schedule
Part II
Normative Descriptions**

**Annex A
(normative)**

Wheel Alignment Testing

A.1 Purpose

This annex sets out the assessment of the wheel slip sideways, to be measured while the vehicle is travelling. The unit of scale employed on measuring the slip is generally m/km which is the amount of the wheel slip perpendicular to the direction of travel as the vehicle makes a straight drive for 1 km.

A.2 Apparatus

The tester may be either mechanical or electrical depending on the method by which the amount of movement of the board is detected and transmitted to the indicator. The length of the running board is available in either 500 mm, 800 mm, or 1000 mm.

A.3 Procedure

Before performing the test, make sure that there is no dirt on the board and that the boards and the indicator are functioning properly. Then let the vehicle run straight parallel to the center-line of the tester at 4 km/h and read the maximum amount of slip indicated on the scale, before the front wheels completely pass the boards: Make necessary adjustments to the vehicle wheel alignment if the reading is 5 mm or more or even when less than 5 mm or if the figure is different from the value designated from the given vehicle.

**Annex B
(normative)**

Brake Testing

B.1 Purpose

This annex sets out the assessment of the braking capacity of the vehicle. The widely used testers are roller driven. The rollers rotate with the wheels placed on top of them. The rollers are motor driven supplied in a set of two, one for each wheel. When brakes are applied, a rotation resistance is applied to the roller that creates torque in the direction opposite to the roller rotation.

B.2 Apparatus

There are various types of testing equipment such as the roller gearbox driven type and roller driven worn shaft type.

B.3 Procedures

Turn on the motor and let the rollers run idle to check that they are smoothly rotating. Make sure the needle indicator is adjusted to zero.

Turn off the motor and move the vehicle to place its wheels on top of and perpendicular to the rollers. Make sure that each of the wheels to be measured are firmly supported by two rollers.

Turn on the motor and let the rollers rotate. Before applying the brakes, check the reading on the indicator and make sure there is no drag of brakes. Then slowly step on the brake pedal. Gradually press down the pedal. The wheels will be eventually locked and the reading on the indicator will become constant.

Read the value indicated immediately prior to the locking of the wheels. This value is usually the maximum braking force.

Measure the braking force of both front and rear wheels.

Annex C (normative)

Exhaust Emissions Testing

C.1 Purpose

The test is done to measure the volumetric concentrations of CO and HC emissions at idling and not at slightly higher speed and load.

C.2 Apparatus

The apparatus used should be an independent exhaust-gas analyzer unit or part of engine analyzer.

C.3 Procedures

Procedures for calibrating and using exhaust gas analyzers vary with the make and model of testers so emphasis shall be put on careful reading of the instructions for the analyzer.

Make necessary connections (electrical supply etc), turn on the analyzer, warm the equipment and calibrate the HC and CO meters for zero reading.

Check the system to be sure it is leak free.

To measure the amount of CO, run the engine at fast idle (say 1 500 to 2 000 rpm for about 30 s), then run the engine at its specified idle speed and read CO on the CO meter.

To measure the HC, run the engine at fast idle (1500 - 2000 rpm for about 30 s), then run the engine at its specified idle speed, then read HC on the HC meter.

For diesel engine, vehicle measurement is done under no load and quickly accelerated and the percentage of smoke is read from the smoke meter or inspection done visually.

**Annex D
(normative)**

Head Light Testing

D.1 Purpose

This annex sets out test for determining the luminosity and direction of irradiation (am) of the headlamp manually. The luminosity is expressed in candela (cd) and the direction of irradiation is generally indicated by the amount (in cm or mm) which the main optical axis oscillates at a 10 m distance in the front or as specified by the vehicle manufacturer as to agreed standards.

D.2 Apparatus

There are various types of testers according to the methodology and specifications of measurements. The types of headlight testers are classified into types: screen type, projecting type, and automatic tester (i.e. automatic optic axis tracking testing) type.

D.3 Procedure

The arrangement shall be done as shown in figure D.1. The results shown in figures D.2 and D.3, together with the following general guidelines on handling a headlight tester shall also be observed:

- a) air pressure of all the tyres is of standard/specified value;
- b) there is no inclination of vehicle body due to damaged springs;
- c) the tester and the vehicle are precisely facing each other;
- d) the testing floor is flat;
- e) the distance between the tester and the vehicle headlamp is accurate;
- f) the engine is running and its battery is being charged while testing;
- g) the vehicle should be unladen with one driver on board.

NOTE - Luminosity refers to the brightness of light source and is expressed in candelas (cd) whereas illumination refers to the brightness of the irradiated surface and is expressed in luxes (lx).

**Annex E
(normative)**

Sound Level Testing

E.1 Purpose

This annex sets out assessment of the levels of noises produced by the vehicle and the sound of its horn. The gauge simulates human auditory perception. The audit level is indicated in dB (A) units.

Also sound can be expressed in many physical quantities other than dB (A) such as in Pascal (Pa) unit of pressure, sound power (watts), intensity (sound/surface) in watts/meter² or particle speed (m/s).

NOTE-

Sound level $dB_a = 20 \times \log P/P_0$,

where

P_0 is the lowest audible sound of 20 MPa.

$20 \text{ MPa} = 2 \times 10^5 \text{ Pa} = 2 \text{ N/m}^2$

$1 \text{ atm} = 10^5 \text{ Pa}$

E.2 Apparatus

Apparatus uses microphone that converts sound captioned in electrical current and its level is indicated on the indicator in dB(A).

E.3 Procedures

Calibrate the indicator before use. Follow specific instructions as to the gauge settings and measurements taking. Note the specific settings for measuring of exhaust noises and sound level of the horn, careful noting placement of a gauge to avoid interference of background noises and reflected sounds. Make adjustments for such noises where such noises cannot be avoided.

1.2 Monthly Reports

- 1.2.1 The Service Provider shall submit a monthly report giving a summary of activities during the month including but not limited to Number of CORs/NCRs, Inspections by country of origin number of complaints/appeals against inspection decisions etc.

1.3 Quarterly Reports

- 1.3.1 The Service Provider shall submit a quarterly report giving a summary of activities during the quarter including but not limited to inspection activities meetings, trainings and trends in motor vehicle inspections.
- 1.3.2 The Employer shall schedule quarterly meetings with the service providers or its representatives and The BBSQ Inspections Manager and his/her staff.

1.4 Annual review

- 1.4.1 The Service Provider shall submit an annual review of the inspections activities and measures put in place or proposed to enhance the efficiency and effectiveness of service delivery.
- 1.4.2 The Employer shall schedule Annual CEO meetings, with The BBSQ Director and Service provider CEO for purposes of reviewing the submitted annual inspection reports from the Service Provider.