

Korba Urban Public Transport Society

Request for Proposal for Design,
Manufacture, Supply & Commissioning of
Urban Buses as per Urban Bus
Specification-II

CONTENTS OF RFP DOCUMENT

The RFP document comprises of the sections as listed below and would additionally include any addenda issued before the due date of submission of the RFP. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise:-

S.No	Contents	Page No
1.	Part A : Disclaimer	4
2.	Part B : Notice Inviting Tender (NIT)	5
3.	Part C : RFP Summary	7
4.	Part D : Definition and Abbreviation	11
5.	RFP Notice	14
6.	Tender Schedule -Key Dates	15
7.	Information & instructions to the bidders for e-Procurement System	16
8.	Part E: Instruction to Bidders (ITB)	20
9.	Part F: Format of cover Agreement comprising the contract	44
10.	Part G: Technical Specification for city bus as per Urban Bus Specification II (UBS II)	75
11.	Buses with Intelligent Transport System (I.T.S.)	85

	Part H: Annexure	
	Annexure 1: Cover Letter	101
	Annexure 2: General Information of the Bidder	103
	Annexure 3: Format of Bank Guarantee for Earnest Money Deposit	106
	Annexure 4: Format for Performance Statement	109
	Annexure 5: Format for Financial Statement	110
	Annexure 6: Format of power of attorney	111
	Annexure 7: Anti-Blacklisting Certificate	112
	Annexure 8: Undertaking for the availability of spare parts and after sale service ...	113
12.	Annexure 9: Format for Statement of Deviation (COMMERCIAL TERMS)	114
	Annexure 10: Statement of No Deviations from Technical specification }	115
	Stipulated in the RFP and UBS-II issued by UBS-II of MOUD, GOI }	
	Annexure 11: Statement of Deviation in Delivery Schedule-Not Applicable	116
	Annexure 12: Statement Life of Some of the Bus Aggregates (Part-I)	117
	Annexure 13: Format of Price Bid	118
	Annexure 14: Format of Bank Guarantee towards Performance Guaranty/ Security	120
	Annexure 15: Bank Guarantee for Payment of Mobilization Advance	122
	Annexure 16: Format of Letter of Award	124
	Annexure 17: PRE CONTRACT INTEGRITY PACT	126

PART A: DISCLAIMER

The information contained in this Request for proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Korba Urban Public Transport Society hereinafter referred to as KORBA UPTS or any of their employees or advisors, is provided to the Bidder (s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the KORBA UPTS their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. KORBA UPTS their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

KORBA UPTS may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The authority reserves the right not to proceed with the purchase or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, or consortiums submitting a proposal.

PART B : Notice Inviting Request for Proposal

KORBA URBAN PUBLIC TRANSPORT SOCIETY, CHHATTISGARH

Registered Office: The Office of KORBA UPTS, District Trade & Industry Centre
Collectorate Premises, Korba - 495677.

NIRFP NO.- 02 ;

Date-08/09/2014

Request for proposal (RFP) for Design, Manufacture, supply and commission of Diesel fuelled, fully built ITS enabled Semi Low Floor Urban buses as per urban bus specification II (UBS II) published by ministry of Urban Development, Govt. of India on 6 May 2013 and as amended from time to time for city bus service in Korba Urban Agglomeration.

S.No	Types of Buses	Floor Height of Buses (In MM)	Total Types of Buses
Total			48

Korba Urban Public Transport Society intends to purchase total 48 Nos which should be ITS enabled Semi Low Floor Urban buses (as per UBS-II) for city bus service. Bids are invited from reputed national / international bus manufacture with manufacturing facilities in India possessing relevant capabilities in two separate envelopes with supporting documentary evidences as provided in the instruction to bidders in the RFP by **27/ 10/2014** to Korba Urban Public Transport Society, at above address by 11.00 AM . The RFP document can be downloaded from the website **Korba.gov.in & <https://krbupts.cgprocurement.gov.in>** .Bidders are requested to visit website regularly as all the amendments will be published only in the district website **Korba.gov.in**

Pre-bid conference shall be held on **25 /09/2014** at The Office of KORBA UPTS, District Trade & Industry Centre, Collectorate Premises, Korba at **12.00 Hrs.** The interested parties are requested to send queries if any to **citybuskorba@gmail.com** on or before 23/09/2014.

Secretary

Korba Urban Public Transport Society

PART C : RFP Summary

1.	Name of Authority	Korba Urban Public Transport Society				
2.	Authority Address	The Secretary, Office of the KORBA UPTS, District Trade & Industry Centre, Collectorate Premises, Korba – 495677.				
3.	Notice Inviting RFP No. & Date of Issue	RFP NO.- 02 ;Date-08/09/2014				
	Quantity and Type of Buses to be Purchased	S no	Types of Buses	Floor Height	Seating Capacity	Quantity of Buses
		1	Midi Non AC	900 mm	34	40
		2	Midi AC	900 mm	34	8
			Total			48
		Overall length of each type of buses must be as per UBS-II				
4.	Particular of RFP	RFP for supply of 48 fully built ITS enabled semi low floor height Urban buses as per UBS-II.				
5.	Bus Specification	Recommended as per Urban Bus Specification – II, Ministry of Urban Development, Government of India under JnNURM on 6 May 2013 and amended from time to time. All buses should be ITS enabled as per UBS – II				
6.	Tendering Currency	Indian Rupee (INR)				
7.	Schedule of RFP	RFP Schedule is given in Tender Schedule Key dates given in Annexure- B				
8.	Cost Schedule	Cost of RFP Document	Non refundable Rs 10, 000/- (Rupees Ten Thousand Only) through Online Payment on the account of CHiPS as specified in the e-procurement portal.			
		Earnest Money Deposit (EMD)	Rs 41.52 Lacs (Fourty One Lacs Fifty Two Thousand Rupees) through DD payable at Korba or Bank Guarantee in favour of “The Secretary, Korba Urban Public Transport Society” Korba. In case of successful bidder, EMD will be converted in the form of Performance Security. In case of other bidders, EMD will be refunded within 30 days from the date of finalisation of tender.			
		Performance Security	5 % of total value of the Contract to be submitted in form of Bank Guarantee in favour of the Secretary, Korba Urban Public Transport Society from any Nationalised Bank or any Scheduled Bank in India. Payable at Korba.			

9.	Eligibility Criteria	<p>(I) The Bidders should be engaged in the manufacture and should have supplied at least 200 buses which are satisfactorily operating in City Bus Services within last three years ending on 31 March 2013.</p> <p>(ii) The Bidders should have the capability to and should be able to confirm adequate availability of spare parts and after sales services in Korba Area.</p> <p>(iii) The Bidders should have average annual turnover of more than INR 100 Crores for supply of Buses (or in equivalent foreign currency) during the last three financial years ending on 31st March 2013 pertaining to supply of Buses/Bus Chassis. The technical experience and financial capabilities of any other Group Company, or holding company or subsidiary company of shall not be considered for evaluation of this criterion.</p> <p>(iv) A net-worth of Rs 25 Crores as on the last day of financial year preceding the due date of submission of Bid.</p> <p>• <i>[Note: “Net Worth” can be defined as: For the purposes of this RFP net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.]</i></p> <p>(v) The manufacturing company shall tender directly or through its authorized representative only. Each manufacturer can be represented only through one Tender. Manufacturers making multiple Tenders, either directly or through representatives, are liable to be rejected. Agents, brokers and middlemen are not eligible for participation in the Tender.</p> <p>(vi) Bus manufacturer approved by MOUD, GOI will be eligible irrespective of they are complied with the above mentioned eligibility criteria or not.</p>		
10	Delivery Schedule	S. No.	Month	Stage of Delivery of Buses
		1	Within 3 Months from the date of signing of agreement	Delivery of Prototype
		2	4 th Month from the date of signing of agreement	30 % of the total order size
		3.	5 th Month from the date of signing of agreement	60 % of the total order size

		4.	6 th Month from the date of signing of agreement	100 % of the total order size
11.	Payment Terms	Payment	Payment Amount & Timeline	Submissions & Approvals Required
		First Part of Mobilization Advance Part	5 % of the contract value within 15 days of issuance of purchase order.	Submission of Bank Guarantee equal to 110 % of the amount of mobilization advance for First part
		Second Part of Mobilization Advance Part	5 % of the Contract value within 15 days of the date approval of the Prototype Bus.	Submission of Bank Guarantee equal to 110 % of the amount of mobilization advance for Second Part
		First Part of Payment for Balance amount	45 % of the value of Buses delivered within 30 days of date of provisional acceptance certificate as per clause 11 of GCC	Submission of required documents (Such as challan etc) and invoice by the Contractor
		Second Part of Payment for Balance amount	45 % of the value of Buses delivered within 30 days of dated of Final Acceptance Certificate as per clause 13 of GCC	Issuance of Final Acceptance Certificate by the Authority
12.	Warranty Period	Warantee period shall be of two years, or operation of buses for up to 200000 Kms whichever is earlier from the date of issuance of final acceptance certificate.		
13.	Liquidated Damages	<ul style="list-style-type: none"> If the Contractor fails to complete the commissioning of same within the Month wise milestones provided in the Contracted delivery period (s) specified in the contract and if the Contractor is not able to cure such default within the next milestone of the contracted delivery schedule, by supplying combined quantity the buses for both the milestones the KORBA UPTS shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages @ 0.25% per week or part thereof of the total value of 		

		<p>the buses whose supply has been delayed (inclusive of duties & taxes which the contractor has failed to deliver/ commission within the period fixed for delivery / commission for delay of each week or part thereof.</p> <ul style="list-style-type: none"> • The amount of pre estimated liquidated damages to be charged under the contract, in term of clause 28 of general condition of contract (GCC) shall not exceed 5% of the total value of contract.
14	Delivery Point	<p>Delivery Point for all buses must be Korba. Availability of spares should be assured Korba. All supply will be at FOR basis.</p>

PART D: Definition and Abbreviation

1. In this RFP, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

“**Associates**” shall have the meaning ascribed thereto in clauses 2.5.2 (C) of ITB.

“**Authority Website**” means the district website [http:// Korba.gov.in](http://Korba.gov.in).

“**Authority**” means Officer In charge of “Authority”... Korba Urban Public Transport Society or its authorized representatives;

“**Bid**” or “**Quote**” means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including the Techno-Commercial proposal and financial proposal along with all other document forming part and in support thereof.

“**Bidder**” means a company/Partnership/Proprietary Firm registered in India, engaged in the manufacture and supply of fully built buses / Bus chassis and who has submitted a proposal to the Authority in response to this RFP. “**Bidder**” means the bidder/tenderer meeting the eligibility criteria in clauses 2.5.2.

“**Bidding Process**” means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids / tenders, scrutiny and evaluation of such bids as set forth in the RFP.

“**Buses**” for the purpose of this RFP shall have the meaning given in clause 1(a) of the ITB (Part E).

“**Contract**” means collectively the cover agreement as provided in part F, along with all schedules thereto and RFP document.

“**Contracted Delivery Schedule**” shall have the meaning specified in the clause 2.24 (b) of ITB.

“**Contractor**” means the Bidder with whom the contract is executed and shall be deemed to include Contractor’s successors as approved in writing by the Authority, representative, heirs, executors and administrators, as the case may be, unless excluded by the term and contract.

“**Deadline for Submission of Bids / tenders**” shall mean the last date and time for receipt of Bid as set forth in part III –B of this RFP under the heading “Tender processing schedule with Key Details” or such other date / time as may be decided by KORBA UPTS in its sole discretion and notified to the Bidders by dissemination of requisite information in this behalf on website as mentioned in RFP summary.

“**Delivery of Buses**” shall be deemed to take place only if buses are delivered in accordance with the term of the Contract / agreement; after approval by the Inspecting Officer if so provided in the contract to –The Authority at its premises /site, or Where so provided, the interim Authority at its premises;

“Earnest Money Deposit /Bid Security” shall have the meaning ascribed to it in clauses 2.4 of Instruction to Bidders (ITB).

“Effective Date” of the contract shall mean the date of which the ‘Letter of Acceptance’ (LOA) is despatched by the Authority;

“Government” means the [Government of Chhattisgarh (GoCG) or Government of India (GoI)];

“Inspecting Officer” means the person(s), firm(s) or organization nominated by the Authority from time to time for the purpose of inspection of buses , work in progress , or any work under the contract and includes its / theirs authorized representative(s);

“Inspections” means as provided in the clauses 8 of GCC which forms Schedule 5 in the part F of the RFP document.

“ITB” means Instruction to Bidders section of this RFP documents..

“ITS” means intelligent transport system.

“ITS Equipment” means ITS equipment as per specification mentioned in UBS II.

“Letter of Award” (LOA) means the letter or memorandum communicating to the successful Bidder the acceptance of its Bid.

“Manufacturing Premises” means the manufacturing works of the Contractor at which the buses shall be manufactured;

“Material” means anything used in the manufacturing or fabrication of the buses;

“Officer In-charge” means the person duly authorized by the Authority to execute the Bid Process and sign correspondence and the Contract on behalf of the Authority.

“Particulars” include – (I) Technical Specifications; (ii) Drawings; (iii) “Proprietary Mark” or “Brand” meaning the mark or brand of a product which is owned by an Industrial firm; (iv) Any other details governing the construction, manufacture or supply of buses as may be prescribed by the contract;

“Period” shall mean the entire term of the agreement.

“PIS” means Passenger Information System whereby by and where under passengers shall be informed, inter alia, of approaching Bus stops and other details inside the buses /on Bus stops waiting for a Bus.

“Purchase Officer” means the official signing the “Letter of Award” and includes any officer who has authority to execute relevant contract on behalf of the Authority;

“RFP” and/ or “RFP Document”/ and or Tender/ Bid document means this RFP document comprising of a number of Parts/sections/clauses etc namely Disclaimer, Brief Overview, Notice Inviting Tender (NIT) and Key Details, Definitions and Abbreviations, Instruction to Bidders (ITB),

General Conditions of Contract (GCC), Schedule of Requirements(SOR), Technical Specifications (TS), Techno-Commercial Evaluation Proformas (TCEP), Price Schedule (PS) and Bid Forms, Annexure and other Formats and any applicable Schedules thereto.

“Services” means services ancillary to the supply of the buses such as transportation and insurance etc:

“Signed” includes stamped.

“Site” means the place specified in Contract at which any work is required to be executed by the Contractor under the Contract or any other place approved by the Authority for the purpose;

“Successful Bidder” mean the Bidder to whom a Letter of Award is issued by the Authority.

“Test” means such test(s) as is /are prescribed by the Authority or considered necessary by the Inspecting Officer whether performed or carried out by the Inspecting Officer or any agency acting under the direction of the Authority/ Inspecting Officer;

“Writing or Written” includes matter, either in whole or in part, in manuscript type written, lithographed, photocopied, photographed or printed form under or over signature or seal, as the case may be;

2. Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to be have been included in this Part.

RFP NOTICE

RFP is invited for the procurement of 48 (Forty Eight) full built Semi Low Floor (Non AC & AC) buses propelled by Diesel Confirming to BS-III / BS IV or latest as applicable emission standards and Urban Bus Specification –II under JNNURM scheme. The quantities of different types of buses are as follows:-

Description	Details	Warranty/AMC Period	Delivery Period
Supply,testing, commissioning & maintenance and training on fully built diesel fuel propelled buses conforming to specification given in RFP Document.	<p>Midi Semi low floor Non AC (floor height not exceeding 900 mm) up to 9400 MM length, Minimum 100 HP engine, two doors with one 1200 mm gates- Quantity 40.</p> <p>Midi Semi low floor AC (floor height not exceeding 900 mm) up to 9400 MM length, Minimum 180 HP engine, two doors with one 1200 mm gates- Quantity 8.</p>	<p>Annual Maintenance Contract up to 7, 50,000 Kms or 10 years whichever is later inclusive of Warranty Period of 2 years or 200000 Kms whichever is earlier with respect to each bus.</p> <p>Note:- AMC of supplied buses will be signed between bus operator selected by authority and bus supplier. Supplier must give consent for signing annual maintenance contract with bus operator for Annual Maintenance Contract up to 7, 50,000 Kms or 10 years whichever is later inclusive of Warranty Period of 2 years or 200000 Kms whichever is earlier with respect to each bus.</p>	Within 6 months from the date of signing of agreement.

The bidder shall design, manufacture, test supply & commission the above buses. KORBA UPTS is seeking most competitive offer for supply of these buses. AMC scope and rates will be finalized by bus operators as and when required. In this connection the following tender documents are enclosed.

1. Annexure-B -RFP Schedule
2. Annexure-C -Specifications. (Part G)
3. Annexure-D - Standard Terms and conditions. (Part E)
4. Annexure-E - Bank Guarantee (Annexure-3)

You are requested to submit:-

1. Last three year turn over statements and certificate along with suitable documents from auditor regarding this and present net worth.
 2. Pollution and exhaust gas Certificate issued under applicable Rules.
 3. ARAI Certificate and Homologation Certificate.
 4. Transport Authority approval certificates for each type of bus.
 5. Filled in Tender form along with hard copies of all supporting documents, EMD & signed Standard Terms and Conditions (Annexure-E).
 6. All other relevant documents specified with Annexure-2, by only in person to the Office of the undersigned address as mentioned in RFP on or before 27/10/2014 by 11:00 am.
- KORBA UPTS will not be responsible for any delay and late offers will not be accepted.

sd/-

Secretary
Korba Urban Public Transport Society

TENDER SCHEDULE KEY DATES

Seq. No.	KORBA UPTS	Bidder	Start		Expiry		Remarks
			Date	Time	Date	Time	
1	Tender Notice Release		08.09.2014				
2	Tender Authorization in E procurement		11.09.2014	11.00	11.09.2014	21.00	
3	Pre Bid Meeting		25.09.2014	12.00	25.09.2014	17.30	
4	Amended Tender Release		29.09.2014	11.00	08.10.2014	17.30	
5		Tender Download & Bid Preparation (Submit Bid Hash & online Payment of bid submission fee)	08.10.2014	17.31	25.10.2014	12.00	Envelope C & Envelope B
6	Tender Closing (Super Hash)		25.10.2014	12.01	25.10.2014	13.00	Envelope C & Envelope B
7		Re-encryption Submit Bids online (only with encryption by department pub.Key.)	25.10.2014	13.01	25.10.2014	17.00	Envelope C & Envelope B
8		Physical Submission of Online Payment receipt & EMD in Envelope C (In person))	23.09.2014	11.01	27.10.2014	11.00	Submission of Online Payment receipt & EMD (accepted only in person, not by post or any courier)
9	Open EMD Envelope		27.10.2014	11.01	27.10.2014	21.00	Envelope C
10	Technical Bid Envelope Opening & Short listing		27.10.2014	21.01	29.10.2014	16.00	Envelope B
11	Commercial Opening & Short listing (Open Price/financial bid)		29.10.2014	16.01	29.10.2014	17.30	Accepted Only Online
12		Fill Negotiate Rates (if required)	29.10.2014	17.31	30.10.2014	11.00	
13	View Item Rate Form		30.10.2014	11.01	30.10.2014	17.30	
14	Tender Award		30.10.2014	17.31	31.10.2014	17.30	

Note:

1. If the tender opening date happens to be a holiday for KORBA UPTS, the same will be opened on the next working day at the same time mentioned.
2. The tender form is nontransferable.
3. The bidders must submit the Bid documents both Online (in the format given in portal) and offline as provided in the respective forms of this RFP.
4. Tender Document can be downloaded from official website **Korba.gov.in** & **<https://krbupts.cgprocurement.gov.in>**. The Tender Processing Fee Rs.10000 (Ten Thousand) has to be deposited in the account of **CHiPS** through online payment. The account details are mentioned on e-procurement website **<https://cgprocurement.gov.in>**.

INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR
e-PROCUREMENT SYSTEM (<https://cgeprocurement.gov.in>) Through Sub-Portal
<https://krbupts.cgeprocurement.gov.in>

Special conditions and Instructions for e-Procurement System as given in the subsequent pages will over-rule the conditions stated in the Tender document wherever relevant and applicable.

1. Enrollment/Registration & Empanelment of the Contractors/Bidders on Government of Chhattisgarh's e-Procurement Portal.

In order to participate in the tenders floated using the e-Procurement System, all contractors/bidders are required to get enrolled on the e-Procurement portal (<http://cgeprocurement.gov.in>) and the get empanelled (if required by the Department) on the sub-portal of KORBA UPTS at <https://krbupts.cgeprocurement.gov.in>

Only after concerned officer approves the empanelment of the contractor/bidder online, the contractor/bidder shall be allowed to participate in the tenders floated by the Department using the e-Procurement System.

2. Set-up of Machine:

In order to operate on the e-Procurement System, setting of User's Machine is required. For which the User has to install some utilities in his machine as per the instructions in Help Manual for Machine Setup (Available for download on the e-Procurement Portal). The copy of the same may be obtained From Service Provider of the e-Procurement system: ***“Wipro Limited in consortium with the M/s NexTenders (India) Pvt. Ltd.”***

3. Obtaining Digital Certificate:

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India. A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazetted Officer. Only upon the receipt to the required documents, a digital certificate can be issued.

The registered contractors may obtain information required to issuance of a class II Digital Signature Certificate from the Controller of Certifying Authorities (www.cga.gov.in) or the Service Provider of e-Procurement system of Government of Chhattisgarh:-

Wipro Limited in Consortium with NexTenders (India) Pvt. Ltd.

B-31 "Saket"

Opp Gulab Industries,

Shailendra Nagar, Raipur.

Tel. No.0771-4079400, 4221020, FaxNo.07714221023

E-mail: raipur@nextenders.com

Important Note: Submission of Bids for a particular tender shall be done only using the digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.) he may not be able to submit the bid online. Hence the users are advised to backup the certificate and keep the copies at safe place under proper security to be used in case of emergencies.

In case of online tendering, the digital certificate issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian *IT Act 2000*. Unless the certificate is revoked, it shall be assumed to represent adequate authority of the user to bid on behalf of the firm for KORBA UPTS tenders as per *Information Technology Act 2000*. The digital signature of this authorized user will be binding on the firm, it shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub-Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh '*authorization certificate*' for the new user.

The same procedure holds true for the authorized users in a Private/Public company. In this case, the authorization certificate will have to be signed by the directors of the company.

4. Opening of an Electronic Payment Account:

For submitting the bids online, the contractors/bidders are required to make online payment using the electronic payments gateway service as mentioned in the NIT.

Arrangements have been made for Contractors/Bidders to make payments online via Credit Card/ Cash Cards / Internet Banking. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website (<http://cgeprocurement.gov.in>).

5. Payments for submission of bids online:

The Tender Documents may be downloaded free of cost online from GoCG e-Procurement Portal by eligible Contractors/Bidders. The Contractors/Bidders are required to make the payment for bid hash submission through online payment modes mentioned in *Point No.4* above. *In Online Tendering, the “Application Form” for the issue of Tender Documents shall not be required.*”

The suppliers shall submit the bids by making online payment of Bid Hash Submission fees using the service of the secure electronic payments gate way, and print out the system generated receipt of their reference which can be produced whenever required. The secure electronic payments gate way is an online interface between Contractors/Bidders and Credit Card/Online payment authorization network.

Submission of Bids, EMD and other Documents will be governed by the time schedules given under “Key Dates” on the online e-Procurement System Portal for the particular tender.*(Please refer to the Help Manual for viewing of New Tenders online on the e-Procurement Portal)*

6. Tender Download: Eligible/Interested Bidders can download the Tender Document online.

7. Submission of Bid Seal (Hash): The online submission of bids will be preceded by submission of the “digitally signed bid seal (hash)” as stated in the tender time schedule (Key Dates) published in the NIT. The contractors cannot change any bid data after the generation of bid seal (Hash).

8. Generation of Super-Hash: After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a “digitally signed tender Super-Hash” which will be prepared by concerned Chhattisgarh State Civil Supplies Corporation Limited Department Official. This is equivalent to sealing the tender box.

9. Submission of Actual Online Bids: Suppliers have to submit and sign their encrypted bids (by their user Public-Key) online using their digital certificate after the generation of Super-Hash within the date and time as stated in the tender schedule (Key Dates). The electronic bids of only those suppliers who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), shall be accepted by the system. A supplier who does not submit his bid seal (hash) within the stipulated time shall not be allowed to submit his bid.

10. Submission of Earnest Money Deposit: The Suppliers will also submit their Earnest Money Deposit as usual in a sealed physical envelope and the same should reach in the stipulated time

to KORBA UPTS office as stated in the Tender Document, by personally along with all documents earnest money RTGS Receipt, Company Registration certificate, Income tax Return, Pan Card, etc. The Supplier shall also upload scanned copy of EMD instrument along with other details during online bidding.

11. Opening of Tender Documents: The authority receiving the tenders or his duly authorized officer shall first open the “Envelope A” of all the contractors/Bidders and check for the validity of EMD and documents submitted in the “Envelope-A”, as required by KORBA UPTS. In case, the requirements are incomplete, the Technical Bid of the concerned supplier received shall not be opened. The authority shall then open the bids submitted by the suppliers online through the e-Procurement website. The official shall match the hash of each bid with the hash submitted by the contractors prior to bid submission.

12. Fill Negotiated Rates: The Successful bidder may have to fill in Negotiated Rates if so required during this process. In case of no negotiation or no change in rates successful bidders need not to complete the Fill Negotiated Rates Stage. The discretion to call for negotiation lies with Secretary.

Key Dates: The suppliers are strictly advised to follow the tender schedule (Key Dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

PART E: INSTRUCTION TO BIDDERS (ITB)

1. Introduction

- (a) Korba Urban Public Transport Society (KORBA UPTS) is a SPV incorporated under the Chhattisgarh Societies Registration Act, 1973 (as amended or re-enacted or restated, and as notified from time to time) which has been duly authorized by the Government of Chhattisgarh (Authority) herein after referred as “Authority”.. KORBA UPTS to procure buses of the following categories

S.No	Types of Buses	Floor Height (In MM)	Seating Capacity	Name of the Clusters	Total Types of Buses
				Korba	
1	Midi Non AC	900 MM	34	40	40
2	Midi AC	900 MM	34	8	8
Total Buses in UA					48

The above fully built, ITS enabled buses as per Urban Bus Specification – II., conforming to Bharat Stage-III/BS-IV emission norms or latest norms applicable at the time of delivery and relevant specification as prescribed under the Urban Bus Specifications II (USB II) including ITS facilities by Ministry of Urban Development , Government of India (hereinafter the “**Buses**”).

- (b) Korba Urban Public Transport Society:

- (i) Government of Chhattisgarh, vide gazette notification No. F-5-22/18/2014 dated 20th may 2014 has entrusted the function of operating local public transport and other functions incidental thereto directly or through a Special Purpose Vehicle (SPV) to municipal corporations specified in the concerned order. Further Go CG through Order No.F-5-17/18/2014 Dated 03.06.2014 has established Korba Urban Public Transport Society as the SPV for the aforesaid function.
- (ii) Korba Urban Public Transport Society will look after all the activities related to City Bus Project in the notified Korba Urban agglomeration area.
- (c) Korba Urban Public Transport Society has now decided to undertake a competitive bidding process for selection of a contractor (“**Contractor**”) to implement the project of design, manufacture, supply and commissioning of the Buses on the term and conditions specified in this RFP document (“**Project**”).

1.2 Scope

The scope of the Project will broadly include the following, and is provided in detail in the Draft Contract (Part F of the RFP Document):

- (a) **Buses:** Design manufacture, supply and commissioning of **total 48** number of diesel fuelled fully built semi low floor Urban Buses as per Urban Bus Specification II (UBS II). All Bidders should note that Authority has the right to reduce the number of Buses in accordance with Clause 34 of the General Conditions of Contract in Schedule 5 to Part F of the RFP Document.

S.No	Types of Buses	Floor Height (In MM)	Seating Capacity	Name of the Cluster	Total Types of Buses
				Korba	
1	Midi Non AC	900 MM	34	40	40
2	Midi AC	900 MM	34	8	8
Total Buses in UA					48

- (b) **Compliance with Technical Specification:** The Buses required against this RFP Document shall confirm to the Urban Bus Specification II published by Ministry of Urban Development, Govt. of India. Technical Specifications provided in the RFP Document and amendment therein, if any is only illustrative and bidders have to meet bus specification as per UBS-II of MOUD, GOI and amendments made in it from time to time. All buses should be ITS enabled, bidders has to follow ITS facilities as per UBS-II. The Bidder shall obtain himself, at his own expense, all the latest specification required for design, manufacture, supply and commissioning of Buses in accordance with Contract terms. The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Rules 1989 (CMVR), Motor Vehicles Act 1988 (MVA) and other government rules applicable in Chhattisgarh under respective ACT along with any and all amendment therein and other statutory and legal requirements as applicable on the date of delivery / registration of Buses with department of transport ,Government of Chhattisgarh.
- (c) **Warranty:** The Successful Bidder shall ensure a warranty period of [2 (two) years or 200000 kilometers or [any better warranty period offered by the Contractor], whichever is earlier to ensure trouble free services & supply of components of Buses.
- (d) **Spares and after sales services:** The Bidder shall confirm adequate availability of spare parts and after sale services in India for the Buses offered in the bid by furnishing an undertaking on their official letter head .
- (e) **Insurance:**
- (i) Transit insurance :
- (aa) Transit insurance till delivery/acceptance of Buses at Authority's premises, shall be arranged by the Successful Bidder at its own cost. Successful Bidder shall be responsible till the ordered quantity of all Buses arrives in safe and sound condition at destination as specified by the Authority, complying with all statutory requirements. Insurance Documents in original be submitted along with other Bus delivery documents. Insurance charges shall be clearly indicated separately in the break –up of prices.

- (bb) For the buses manufactured in India using imported aggregates, in the case of DDP destination contract, marine insurance covering transit risk up to ultimate destination in India (ultimate Authority) shall be arranged and paid for by the Successful Bidder.
 - (cc) The Authority shall advise Successful Bidder within 30 days of arrival of Buses at destination, regarding any loss/ damage etc. of Buses and it shall be the responsibility of Successful Bidder to lodge necessary claim on the carrier and/ or insurer and pursue the same. The Successful Bidder shall, however, at his own cost replace/rectify Buses that are lost/ damaged to the entire satisfaction of the Authority, within 30 days from the date dispatch of intimation from the Authority, without waiting for settlement of the claim.
 - (ii) Insurance after Delivery: On acceptance of buses by Authority, Authority shall arrange third party insurance at its own cost. The Successful Bidder shall be required to arrange insurance of Buses till they are delivered to and accepted by the Authority.
 - (iii) The Successful Bidder shall be entirely responsible for suitable packing wherever required keeping in view the arduous conditions during transportation, handling and storage in tropical conditions (including monsoon) so as to eliminate damage/ deterioration of Buses during transit/ trans-shipment/ handling or storage.
- 1.3 Bidding by one or more entities forming a consortium is not permitted. Bidders representing consortiums/ joint ventures are not eligible for submitting their Bid in response to this RFP Document. Furthermore, brokers, dealers and intermediaries are not permitted to submit any Bids on behalf of other entities.
- 1.4 Bidder shall:
- (I) Offer only one model of each of the required type of Buses;
 - (ii) Quote only one rate for the specified quantity of each type / size of Buses;
 - (iii) The bid shall include indicate all taxes and duties separately.
 - (iv) Offer Bid for the entire quantity of the type of Bus being Bid for, as mentioned in the RFP Summary;
 - (v) Ensure that the Buses offered shall confirmed Urban Bus Specification – II, published by Ministry of Urban Development, Govt. of India.
 - (vi) In case of multiple categories of buses, bidder may submit the bid for one or all category of buses

It is clarified that Bids of those Bidders who offer more than one rate and/ or offer more than one model shall be rejected. **Conditional offers/ rates on any account shall not be accepted.**

2. INSTRUCTION FOR THE BID SUBMISSIONS

2.1 Brief Description of the Bidding Process

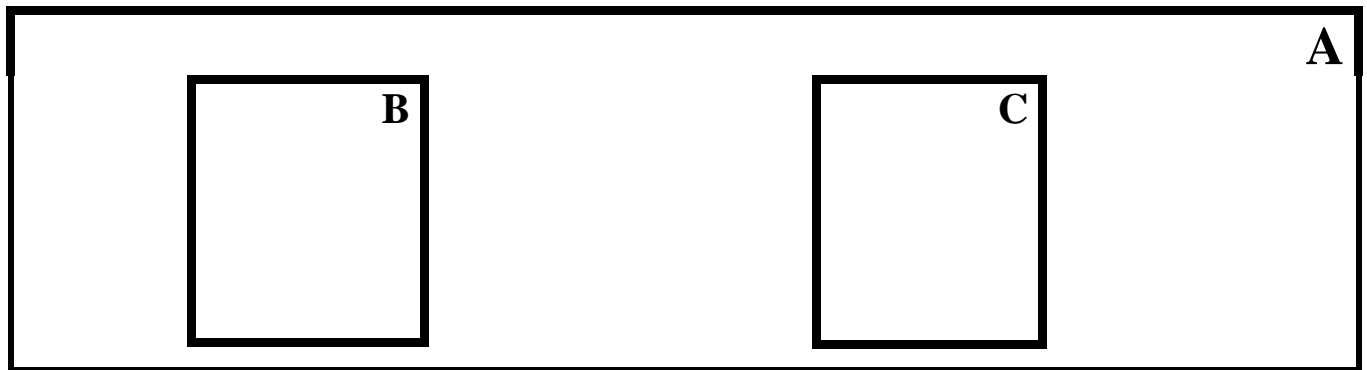
- (a) The Authority shall adopt a single bid process with evaluation as per the RFP (referred to as the “**Bidding Process**”) for selection of the Successful Bidder for award of the project. The Bidders shall submit their Bids in accordance with this RFP. The Bidders need to offer bid which conforms to the draft Contract provided as part of this RFP Document and the Technical specifications.

The Bid submitted by the each Bidder will comprise of following envelopes:

Envelope C: Online Payment Receipt & EMD

Envelope B: Technical Bid

Envelope A: Cover Envelope



The 3 separates envelopes will contain the information and data as stipulated in this RFP below.

- (b) Bidders must note that the “Financial/Price Bid” of the only such Bidders who submit responsive bids and who meet the Qualification Criteria and are determined to be “Eligible Bidders” in accordance with the provisions if this RFP will be opened.(Only online)
- (c) This RFP is not transferable.
- (d) The Bidders others than the Successful Bidders , shall be kept in reserve and may in accordance with the process specified in Clause 3 of this RFP , be invited to match the Bid submitted by the Successful bidders in case such successful bidders withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Successful Bidder, the Authority may in it discretion, either invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- (e) Bidders are invited to examine the Project in greater detail, and to carry out at their cost, such studies as may be required for submitting their respective Bids for the award of the project.

- (f) Any queries or request for additional information concerning this RFP shall be submitted in writing by fax or through e-mail to the officer designated as provided in Clause 2.18 (iv) of this RFP

The envelopes / communication shall clearly bear the following identification / title:

Selection of contractor for supply of buses (ITS Enabled) as per Urban Bus Specification- II for Korba Urban Public Transport Society.

(g) **Cost of RFP document**

Tender Document can be downloaded from official website **Korba.gov.in** & <https://krbupts.cgeprocurement.gov.in>. The Tender Processing Fee Rs.10000 (Ten Thousand) has to be deposited in the account of CHiPS through online payment. The account details are mentioned on e-procurement website <https://cgeprocurement.gov.in>. The online payment receipt shall be submitted along with the Bid in Envelope C. Bids that are not accompanied by the RFP fees shall be considered non- responsive and shall be summarily rejected.

2.2 **Schedule of Bidding Process**

The Schedule is specified in Annexure B(Tender Schedule- Key dates)

2.3 **Bid due date**

- (a) The last date of submission of the Bids (“the **Bid Due Date**”) shall be specified in table given in Clause 2.2 above. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date (“**Bid Validity Period**”).
- (b) Bid should be submitted before time specified on the Bid Due Date at the address and in the manner and form as detailed in this RFP.

Envelope C: Online Payment Receipt & EMD

Envelope B: Technical Bid

Envelope A: Cover Envelope

- Envelop A will be opened First. It must contain Sealed Envelopes B & C inside it.
 - Then Envelope C will be opened and checked for Online Payment Receipt & EMD receipt. If they are found correct then
 - Envelope B (Technical Bid) will be opened.
 - Technical Bid will be Scrutinized and Short listing of Eligible Bidders will be done.
 - Only Online Price Bid will be accepted (of only shortlisted bidders) & will be opened Only Online as per schedule & terms and conditions of RFP.
- (c) The Authority may, in its sole discretion, extend the Bid Due Date by the issuing an Addendum uniformly for all Bidders. This addendum will be only published in website.

- (d) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summary rejected.

2.4 Earnest Money Deposit

- (a) The Bidders are required to deposit, along with the Bid an Earnest Money Deposit of **Rs 41.52 Lacs (Fourty One Lacs Fifty Two Thousand Rupees) (“Earnest Money Deposit” or “EMD”)** which shall be provided in the format of either:
 - (i) An account payee Demand Draft in favour of Korba Urban Public Transport Society payable / en-cashable at Korba from any scheduled commercial bank operating in India.
 - (ii) An irrevocable Bank Guarantee from a scheduled commercial bank licensed by RBI (hereinafter referred to as “**Schedule Bank**”) drawn in favor of Korba Urban Public Transport Society payable at Korba , which shall remain valid for a period of 30 days beyond the Bid Validity Period i.e . 150 days (120 days + 30 day) days (one hundred fifty days), in the format prescribed in the RFP Document
- (b) Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- (c) The EMD of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible and latest by 30th day of signing of the contract by the successful bidders or when the Authority cancels the Bidding process.
- (d) The successful Bidder’s EMD will not be returned and shall be retained as security for the Successful Bidder to execute the contract.
- (e) The Authority shall be entitled to forfeit and appropriate the EMD *inter alia* in any of the events specified in Clause 2.4(g) herein below. The Bidder, by the submitting it’s Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind on EMD shall be given to any bidder.
- (f) The EMD shall be furnished in India rupees only. No interest shall be payable by the Authority on the EMD.
- (g) The EMD shall be forfeited and appropriated by the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following Conditions.
 - (I) If a Bidder submits a non – responsive bid:

Provided, however that in the event of encashment of the EMD occurs from operation of this clause 2.4(g) (I) the extent to which the EMD would be forfeited and appropriated by the authority shall be restricted to 5% of the value of the EMD.

- (ii) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in clause 4 of this ITB;
- (iii) If a Bidder withdraws its bid during the Bid Validity Period as specified in its RFP and as extended by mutual consent of the respective Bidders(s) and the Authority;
- (iv) In the case of, successful Bidder, if it fails within the specified time limit-
 - (i) To sign and return the duplicate copy of LOA in accordance with the terms thereof;
 - (ii) To sign the Contract within the time specified by the Authority; or
 - (iii) To furnish Performance Security within the period prescribed in the contract,
 - (iv) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

2.5 Eligibility of Bidders

- 2.5.1 The Bidder should be legally competent to enter into a contract as per prevailing Indian law, and must be either: (I) a company incorporated under the Companies Act, 1956 (as amended or re enacted or restated, and including the Companies Act, 2013 as notified from time to time) or (ii) a company incorporated under the applicable law of any other country and having a manufacturing facility in India that meet the requirement specified below.

The bidders shall submit copies of its certificate of incorporation and the memorandum and Article of association along with its bid.

Bidding by one or more entities forming a consortium is not permitted. Bidders representing Consortium / joint venture are not eligible for submitting their bid in response to this RFP document. Furthermore, brokers, dealers and intermediaries are not permitted to submit any Bids on behalf of other entities.

The Bidder must fulfill the Eligibility criteria specified in clause 2.5.2.

- 2.5.2 The Bidder's qualification and capability will be established by the evaluation of the Qualification submissions on the following parameters:

(A) Technical Capacity

- (I) Bidder shall be engaged in manufacture and supply of diesel fuelled Internal Combustion (IC) Engine propelled Bus chassis and / or fully - built Diesel fuelled IC

Engine Propelled Buses for at least preceding three years ending on 31/03/2013 or Bidders who have been empanelled by MOUD, GOI.

Bidder shall submit copies of Purchase Orders / Letters of Awards / Agreement as documentary evidences, along with its bid.

In substitution of eligibility criteria, the Bus manufacturer holding the approval from MOUD, GOI may also be considered as eligible proposer.

- (ii) The Bidder shall be required to have adequate Bus Chassis manufacturing facilities and have in-house or through collaboration/ sub-contracting, Bus Body building facilities located in India.

In case of subcontracting of Bus body building, the Bus body builder shall have developed bus bodies to the tune 60% of the total quantity of Buses for which proposals are invited under this RFP in any one of the last three financial years preceding the bid due date.

Bidder shall attach Certificate from Directorate/ Commissioner of Factories / Sub contracting Agreement other supporting evidences other establishing such eligibility of the Bidder, along with its Bid.

Such evidence will be required to be provided by the successful Bidders / contractors before the approval of the prototype, for approval by the Authority, though without any recourse to the Authority for responsibility regarding the choice of such bus body builder agency.

Additional such body builder shall possess Bus body builder accreditation certificate issued by agencies approved under the Central Motor Vehicle Rules (“CMVR”).

- (iii) Bids by Bidders blacklisted by any government department, PSU or Government company are not eligible. In this regard, a Self Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure 7.

(B) Financial Capacity

- (i) The Bidder shall have minimum average annual turnover as specified in the RFP Summary during last three financial year's starting from 2010-11, 2011-12 & 2012-13.
- (ii) Minimum net worth as specified in the RFP Summary.

(c) Associates

In evaluating the Technical Capacity and Financial Capacity of the Bidder under sub-clauses (A) and (B) above, the Technical Capacity and Financial Capacity of their respective Associates would be eligible as mentioned below:

For the purpose hereof, the word “Associate” shall mean, in relation to the Bidder, a firm which controls the bidder (i.e Parent) or is controlled by the Bidder (i.e subsidiary), or is under the common control with the bidder (i.e sister concern).

As used in this RFP, the expression “control” means, with respect to a firm which is company, cooperative or a corporation , the ownership, directly or indirectly ,of more than 50% (fifty per cent)of the voting shares of the firm in question,.In case of partnerships , the expression “control” shall mean, rights to at least 51% of the profits of the partnership in question and with respect to a person which is not a company of a corporation ,the power to direct the management and polices of such person by operation of law.

Any claims of credit from Associate must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associates meet the above definition of the Associate.

The Bidder shall have to submit a legally enforceable document to establish relationship with the Associate and to assure support / technical expertise of the Associate during the execution of the Contract for supply, delivery and warranty period as specified in the RFP.

The authorization for use of such technical or financial capacity shall have to be provided from its Associate(s) in the format of an Agreement or board resolution or letter duly signed by the authorized representative of the Associate.

- 2.5.3 The Bidder shall provide supporting documents duly signed by the authorized representative of the Bidder evidencing its Technical Capacity and Financial Capacity. Copies of all supporting documents are to be self attested by the authorized representative of the Bidder as the true copies.

2.6 Price Bid for the purpose of evaluation

- (i) The price of the Buses quoted by the Bidder shall be bid parameter which shall be used for the purpose of evaluation of the Bids and selection of the Successful Bidder in accordance with the terms and conditions of this RFP Documents. The Price bid shall be provided by the Bidder in the format as specified in Annexure 13 to this RFP. All prices shall be in Indian Rupees.
- (ii) The Price Bid of only the bidder who qualify in accordance with clause 2.5, and is declared “Eligible Bidder”, shall be opened in the presence of such of the Bidders and / or their authorized representatives who choose to attend.

The time and date of opening of Price Bid shall be informed to the Bidders who are declared as Eligible bidders in advance. The Bidders’ authorized representatives who are present shall be required to sign and record their attendance.

- (iii) The Price for Buses shall include complete break –up of Bus price as provided in the Annexure 13. Bids not containing such break –up of prices are liable to be rejected. Government levies/ duties/taxes on complete Bus as applicable on date of opening of Price Bids shall be considered for evaluation.
- (iv) In case there is variation in the statutory levies/ taxes during the currency of the Contract, upon furnishing the requisite document , the same shall be payable at actual as applicable on the date of invoicing of the new buses, provided such buses are delivered as per Contracted Delivery Schedule.
- (v) In case of the reasons for delay in the delivery of the buses are attributable to the Contractor, any upward revision in the statutory levies shall be payable at the rate prevailing during Contracted Delivery Schedule. The Authority shall not be liable to bear such upward revision.
- (vi) Notwithstanding above, in case of the reasons for delay in the delivery of buses are attributable to the Contractor, any downward revision in the statutory levies shall be payable as per actual.
- (vii) The Bidders supplying buses manufactured by them in India using imported aggregates, etc are required to quote prices on “Delivered Duty Paid (DDP) to destination at Korba” basis. The term DDP shall mean as defined in prevailing INCOTERMS.
- (viii) The Prices quoted for Bus shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the Bidders.

2.7 Number of Bids

No bidder shall submit more than one Bid pursuant to this RFP.

2.8 Cost of Bidding

The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Bid and its participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid.

2.9 Conflict of Interest

A Bidder shall not have a conflict of interest (the “**conflict of interest**”) that affects the Bidding Process. Any bidder found to have such a conflict of interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD or Performance Security , As the case may be, payable to the Authority for, inter alia , the time, cost and effort of the Authority , including consideration of such Bidder’s proposal , without prejudice to any other right or remedy that may be available to the Authority hereunder or

otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have a common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other bidder(s) (or any of its constituent)is not more than 5%(five percent) of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank , insurance company , pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purpose of this clause 2.9 (I), indirect shareholding held through one or more intermediate persons shall be computed as follows : (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the“ Subject person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub- clause (aa) above, where a person does not exercise control over an intermediary , which has shareholding in the Subject Person , the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a Proportionate basis; provided, however , that no such shareholding shall be reckoned under this sub - clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of the another Bidder; or
- (iii) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associates thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associates thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party / parties , that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or
- (vi) Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project.

Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be considered to subsist only, as between such applicants attracting conflict of interest provision an account of shareholdings, who submit bids under this document.

2.10 Verification of Information

- (I) The Bidders shall be deemed to have submitted their respective Bids after verifying the information in relation to the project including but not limited to infrastructure , facilities , location ,surroundings ,climate, availability of power , water and applicable laws and regulations , and any other matter considered relevant by them .
- (ii) It shall be deemed that by submitting a Bid , the Bidder has :
- a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Authority;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
 - d) satisfied itself about all matters , things and information hereinabove necessary and required for submitting an informed Bid, execution of the project in accordance with the RFP and performance of all of its obligation there under;
 - e) acknowledged and agreed that inadequacy , lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters in this RFP hereinabove shall not be a basis for any claim for compensation ,damages , extension of time for performance of its obligations, loss of profits etc. from the Authority , or a ground for termination of the Contract;
 - f) acknowledged that it does not have a Conflict of Interest; and
 - g) agreed to be bound by the undertakings provided by it under and in terms thereof.
- (iii) The Authority shall not be liable for any omission, mistake or error on the part of the Bidders in respected of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.11 Right to accept and reject any or all Bids

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

2.12 Verification and Disqualification

- (i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the

Authority, make available all such information, evidence and document as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

- (ii) The Authority reserves the right to reject any Bid and appropriate the EMD if :
 - (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the lowest Bidder gets disqualified / rejected, then the Authority reserves the right to;

- (aa) invite the remaining Bidders to submit their Bids as per clause 2.1(d) ; or
 - (bb) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- (iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof , that one or more of the pre-qualification conditions have not been met by the Bidder , or the Bidder has made material misrepresentation or has given any materially incorrect or false information , the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Contract , and if the successful Bidder has already been issued the LOA or has entered into the Contract , as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by communication in writing by the Authority to the Successful Bidder or the Contractor , as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

2.13 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents thereof, and will additionally include any addenda issued in accordance with Clause 2.15.

The draft Contract provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.14. Clarification

- (I) Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail at the address provided in Clause 2.18 (iv) of this RFP. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 2.2. The Authority shall Endeavour to respond to the queries within the period specified in Clause 2.2. The responses will be sent by fax or by e-mail by the Authority to the Bidders. The Authority may upload the queries and its responses on the website.
- (ii) The Authority shall Endeavour to respond to the questions raised or clarification sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its Sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- (iii) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be bidding on the Authority.

2.15 Amendment of RFP

- (i) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- (ii) Any Addendum issued hereunder will be in writing and may be uploaded on the website Korba.gov.in as mentioned in RFP summary.
- (iii) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.
- (iv) The Authority shall not be responsible for non-despatch of the amendments in the RFP Document, if any, to the prospective Bidders.

2.16 Format and Signing of Bid

- (I) The Bidder shall provide all the information sought under this RFP.
- (ii) The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- (iii) The original and all copies of the Bid shall be typed or written neatly in indelible ink and shall be signed by the Bidder through a person duly authorized to bind the Bidder to the Contract. The authorization to the said person shall be substantiated by a Power-of-Attorney accompanying the Bid. In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person

signing the Bid. The person or persons so authorized for signing the bid/bids shall initial all pages of the bid/bids including printed literature. Each page of the Bid must be numbered at the right hand top corner.

- (iv) The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid.
- (v) All prices and other information having a bearing on Price shall be written both in figures and words. In case of discrepancy, price given in words shall be considered.

2.17 Language and Numbers

- (I) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language only. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. All supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- (ii) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

2.18 Sealing and Marking of Bids

(I) The Bidder shall submit its Bid in following envelopes as follows:

S. No	Envelope & Title	Annexure to be inserted	Documents to be attached
1	Envelope C: "Key Submissions"	Annexure 3	<ul style="list-style-type: none"> . Online Payment Receipt . EMD (If bank guarantee, then as per Annexure 3)
2	Envelope B: "Technical Bid"	Annexure 1 upto 12 & 17, and signed Copy of the RFP and Addendum thereto.	<ul style="list-style-type: none"> • RFP document, Agreement and by the Authorized representative • Cover letter as per Annexure 1 • General information of Bidder as per Annexure 2 • Performance Statement as per Annexure 4 • Financial capability Statement as per annexure 5 along with Audited Annual accounts for last three years. • Power of Attorney as per Annexure 6 • Anti black listing certificate as per annexure 7

			<ul style="list-style-type: none"> • Undertaking for availability of spare parts as per Annexure 8 • Statement of No Deviation in Commercial terms as per Annexure 9 • Statement of No deviation for Technical Specifications as per Annexure 10 • Statement of No Deviation for Delivery Schedule As per Annexure 11 • Statement Life of Some of the Bus Aggregates As per Annexure 12 • Pre contract integrity pact as per annexure 17. • Any other document required as per the RFP terms. • The Price Bid/prices should not be mentioned anywhere in Envelope-B or C
3	Price Bid	Accepted Only Online	

Envelope C & Envelope B shall be placed in one larger outer Envelope A, sealed and marked as **“Selection of Contractor for supply of ITS enabled Fully built 48 Buses as per Urban Bus Specifications II (without Provision of Annual Maintenance Contract) for Korba Urban Public Transport Society, Korba (C.G).”**

(ii) Sealing and Marking of Bids

- (a) Envelope A shall contain 2 sealed envelopes, namely Envelope B & Envelope C.
- (b) The Bidders shall seal Envelope B, Envelope C separately, duly marking the envelopes as Envelop C: “KEY SUBMISSIONS” Envelope B: “TECHNICAL BID”. These envelopes shall then be sealed in a single outer Envelope A.
- (c) The Bidders shall provide one duplicate of all the documents sealed inside Envelope A, B & C. The Bidder shall seal the requisite originals and duplicates of the documents in separate envelopes, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”. In the event of any discrepancy between the original and duplicate, the original shall prevail.

(iii) Each of the envelopes must be super scribed with the following information:

- a. Name and Address of Bidder
- b. Contact person and phone numbers and email ids
- c. Title of the Project

- (iv) Each of the envelopes shall be addressed to:
The Secretary,
Office of KORBA UPTS, District Trade & Industry Centre
Collectorate Premises,
Korba (C.G.) - 495677
- (v) If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- (vi) Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.19 Contents of the Bid

The contents of the Bid and the opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.20 Modifications/ Substitution/ Withdrawal of Bids

- (I) The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.18 (“Sealing and Marking of Bids”), with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- (iii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.21 Confidentiality

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

2.22 Correspondence with the Bidder

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

2.23 Deviations

- (a) If any deviations are suggested by the Bidders from the Contract and/or Technical specifications for the Buses, the Authority shall determine whether any deviation suggested represents a material deviation.
- (b) "Deviation" generally may include (proposed) exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A "material deviation or reservation" is one which adversely affects in any way the scope, quality, performance or administration of the (proposed) contract, and/or which limits in any substantive way, the Authority's rights or the bidder's obligations under the contract, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible bids at reasonable prices.
- (c) Bidders must demonstrate that their offers do not represent any "material deviation or reservation" from the Contract or Technical Specifications in order to be technically qualified and eligible to have their Price Bid opened. Bids found inconsistent with the terms and conditions and/ or specifications of the RFP Document and Bids containing Material Deviations are liable for rejection at the threshold. The decision of the Authority in this regard, shall be final and binding.
- (d) Details of proposed/ suggested variations/ deviations/ additions from the Bid specifications/ conditions, if any, should be clearly indicated while sending queries before pre-bid conference.

No further suggestions for deviations/ variations/ additions shall be entertained after the pre-bid conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP Document made during the pre-bid conference should also be given in writing to the Authority latest by 5.00 PM on next working day of the pre-bid conference.

- (e) The Authority may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during pre-bid conference. However, the decision of the Authority in this regard shall be final.
- (f) The Bidder shall indicate no deviation, from the 'Instruction to Bidders', the Contract, and 'RFP Summary' of the RFP Document as prescribed in the Annexure 9.
- (g) The Bidder shall indicate no-deviation from the 'Technical Specifications as per UBS-II' of the RFP Documents as prescribed in the Annexure 10.
- (h) Any Bid deviations and other factors, which are in excess of requirements of Bid Documents or otherwise result in accrual of unsolicited benefits to the Authority shall not be taken into account in Bid evaluation.

2.24 Delivery Schedule

- (a) Bidders shall provide delivery terms with regard to the delivery schedule specified in the RFP Summary.
- (b) Contractors are required to indicate any deviations, on delivery basis about time period required after approval of prototype, if required Authority, at its sole discretion, may revise the delivery schedule with mutual consultation with the Successful Bidder in case of the Bid of the Successful Bidder consist of any deviations, which are not Material Deviations. The Authority shall have right to accept or reject the deviation in delivery schedule as provided in the RFP. The revised delivery schedule, if any, shall be part of the Contract that shall eventually be signed between Authority and the Contractor (**“Contracted Delivery Schedule”**).
- (c) Failure to comply with the Contracted Delivery Schedule shall attract pre-estimated liquidated damages, risk purchase and other provisions of the Contract.
- (d) Notwithstanding the above, in case of the causes of delay in supply of Buses at any stage of the Contracted Delivery Schedule are attributable to the Authority, the Contracted Delivery Schedule shall be modified accordingly from the immediate stage of the delivery schedule.

3. EVALUATION OF BIDS

- 3.1 The Bidders would be required to submit documents as listed in this RFP document along with supporting documents.
- 3.2 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (a) it is received as per the format specified in RFP;
 - (b) it is received by the Bid Due Date including any extension thereof as specified therein
 - (c) it is signed, sealed, and marked as specified therein;
 - (d) it contains all the information in accordance with Key Submissions as provided in Clause 2.18(I) comprising the RFP fee and EMD submission (complete in all respects) as requested in this RFP (in formats same as those specified); and it is accompanied by sealed Envelopes as specified in 2.18.
 - (e) it does not contain any condition or does not fulfill qualification contions; and
 - (f) it is not non-responsive in terms hereof.
- 3.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.4 Selection of the Successful Bidder

The Bidder: (I) adjudged as responsive in terms of Clause 3.2, (ii) meeting the eligibility criteria as provided in Clause 2.5; and (iii) whose price quote offered, on evaluation has been determined to be the lowest (L-1) acceptable offer for award of Contract and shall be considered as the "**Preferred Bidder**".

In case of multiple Bus categories, the Bidder who is lowest for any of the given category shall be considered preferred Bidder for that category of Bus. For avoidance of doubt it is clarified that incase of multiple category of buses, there might be more than one Preferred Bidders.

3.5 Notification of Award

Prior to expiry of the Bid Validity Period, Authority shall notify him as the Successful Bidder through fax/email to be confirmed in writing by Registered/ Speed Post that his Bid has been accepted. This letter ("**Letter of Award**") shall be in the format specified in Annexure 16, and shall specify the sum which the Authority shall pay to the Contractor in consideration of completing the Project.

3.6 Letter of Award and Signing of Contract

- (a) Upon receipt of the Letter of Award/LOA, the Successful Bidder shall return two copies of the LOA duly signed and stamped by his authorized signatory within 15 days from the date of dispatch of LOA. However, Contract shall be deemed to be concluded on the date of issuance and dispatch of the LOA by the Authority, which shall indicate the acceptance of the Bid by the Authority.
- (b) Upon return of LOA from the Successful Bidder, the Contract in accordance with the form of agreement prescribed with RFP Document would be signed by both Authority and the Contractor within the time period prescribed by the Authority. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract as provided in this RFP nor shall it seek any amendment to the Contract. The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Korba in accordance with applicable law, and submit the same in two copies duly stamped and executed within fifteen (15) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (c) Within seven (7) days of signing of Contract and submission of requisite Performance Security, as specified below, by the Contractor, the Authority shall issue Purchase Order to the Contractor. The Contractor shall acknowledge the signed copy of the Purchase Order within seven (7) days of its receipt.

3.5 Performance Security

Within 15 days of dispatch of the Letter of Award from Authority and before signing of the Contract, the Successful Bidder shall furnish to Authority a Performance Security in form of irrevocable, unconditional bank guarantee issued by a scheduled bank in India in favour of "**The Secretary, Korba Urban Public**

Transport Society, Korba” for an amount specified in the RFP summary in accordance with the Contract.

3.6 Contacts during Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the higher standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (I) the offering, giving, receiving, or soliciting,

directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE:

- 5.1 ~~Pre-bid conference of the Bidders~~ shall be convened as given in RFP summary. Bidders shall bear their own cost of attending pre-bid Conference.
- 5.2 During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 Details of proposed/ suggested variations/ deviations/ additions from the Proposal specifications/ conditions, if any, should be clearly indicated while sending queries before Pre-Proposal Conference. No further suggestions for deviations/ variations/ additions shall be entertained after the Pre-Proposal Conference.
- 5.4 The Authority may clarify on variations/ deviations, alternative proposals, which ensure

equal or higher quality/ performance to the Technical Specifications during Pre-Proposal Conference. However, the decision of the Authority in this regard shall be final.

- 5.5 After incorporating amendments acceptable to Authority, RFP Document shall be frozen through issuance of an Addendum(s). Addendum to RFP Document shall be uploaded on the website, The Addendum to the RFP Document can also be downloaded from Authority website.
- 5.6 Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Korba shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

PART F. FORMAT OF COVER AGREEMENT COMPRISING THE CONTRACT

THIS BUS SUPPLY CONTRACT is made on the <dd/mm/yyyy (Authority to specify) > between “The Secretary , Office of KORBA UPTS ,Collectorate Premises, Korba (C.G) hereinafter called “**the Authority**” of the one part and M/s. <Name of the Contractor> having its principle place of business at herein after called “**the Contractor**” of the other part.

WHEREAS:

- A. The Authority is desirous to procure the Buses and services during the warranty period to be provided by the Contractor, viz. Design, Manufacture, Supply & Commissioning of Buses including prescribed warranty period of [2 years or 200,000 Km (whichever is earlier)] or [any better warranty period offered by the contractor] and has accepted the Bid submitted by the Contractor for the said Buses and services.
- B. The Contractor has been selected pursuant to a competitive bid process and has agreed and undertaken to discharge the scope of services in consideration of the Price Bid submitted by it and has submitted the Performance Security as required pursuant to the RFP Document.

NOW THIS CONTRACT WITNESSETH as follows:

- 1. In this Contract words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The Contract comprises of the following documents:
 - (1) This cover agreement;
 - (2) Schedules to the Contract, including the General Conditions of Contract;
 - (3) RFP document dated _____ in its entirety
 - (4) Addendum and Response to Queries dated _____
 - (5) Consultant’s Bid
 - (6) Performance Security.
 - (7) Bank Guaranty for Mobilization Advance
 - (8) LOA dated _____.
 - (9) Any amendment or clarification agreed to between the Parties whether by way of letters or agreements.
- 3. In consideration of the payments to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to discharge the scope of work as provided in Clause 1.2 of the RFP Documents, including delivery of the Buses and providing the spares and after sales services, and guarantees the same to be in conformity in all respects with the provisions of the Contract.

4. The Authority hereby covenants to pay the Contractor in consideration of the provision of buses and services and guarantee of the same, the Contract Price at the times and in manner prescribed by the Contract.
5. The Contractor agrees that essence of Contract and other contractual obligation shall become effective from the date of Letter of Award i.e. LOA. The Contractor further agrees that pre estimated damages mentioned in RFP Document, are fair and genuine pre-estimate and not by way of penalty. The Contractor shall not dispute the same in future in any manner.

IN WITNESS WHEREOF the parties here have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

Name

On behalf of the Contractor

In the presence of

Witness

Name

Address.....

By the said

Name.....

On behalf of the Authority

In the presence of

Witness.....

Name.....

Address.....

Schedules to the Contract

SCHEDULE 1: INDICATIVE PROFORMA FOR SUBMISSION OF MONTHLY PROGRESS REPORT AGAINST THE CONTRACT

Contract No.

The Secretary,

Korba Urban Public Transport Society

Date of Opening: DD/MM/YYYY (Authority to specify)

Date of Reporting: DD/MM/YYYY

Description

Due date

Date of Submission/ Delivery

1. Submission of Design/ Drawings

2. Prototype Approval:

3. Commencement of manufacturing activity:

4. Progress of Deliveries:

Activity	During the Month	Cumulative Total
(a) Delivery of Buses (in Nos.)		
(b) Inspection of Buses Completed (in Nos.)		
(c) Inspection call given (in Nos.)		
(d) Under manufacturing at different stages (in Nos.)		
* Separate PERT/ Bar Chart etc be also submitted giving details of Activities & Time Schedule.		

SIGNATURE AND SEAL OF THE BIDDER

SCHEDULE 2: INSPECTION PLAN

1. MATERIAL INSPECTION:

1.1 QUALITY OF MATERIAL:

- 1.1.1 The materials to be used in manufacturing of buses shall conform to the specified Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) surpassing the performance & other requirements as given in the Bus Code AIS 052. In absence of above specifications, Association of State Road Transport Undertakings (ASRTU) Specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred/ indicated such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material. Indian and International standards wherever indicated in Technical Specification shall be conforming to the Standards as amended up to date/ or latest. Wherever the standards of any item have not been notified as International/ National Standard etc. the Bidder shall provide actual specifications of that item along with the drawings of the items indicating all relevant details. In this case the Bidder shall also submit the certificate for non- availability of International/National standard etc. The Bidder shall be required to satisfy about all the relevant standards for the material to be used in manufacturing of buses before submitting their Bids.
- 1.1.2 Contractor can use materials out of the lot, which has been approved by the lab. It is necessary to furnish latest Lab Test Report (as per specification of the contract from CIRT, Pune/ ARAI, Pune/ BIS approved Labs/NABL approved Labs/ ICAT, Manesar) to Authority At the time of inspection at any stage of Bus manufacturing.
- 1.1.3 Random samples of items as per list (Annexure-‘12’) shall be picked up by Authority’s representative and the manufacturer jointly and sealed for onward transmission by the manufacturer to the lab for inspection as per the required specification/ standards. ‘ISI’ or ‘E’ marked items of the concerned country used in manufacturing of Bus need no testing except flammability test and testing of all type of fuses.
- 1.1.4 Bus manufacturer shall be required to obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. The Bus manufacturer shall be required to provide a list of such items along with their Certificates to the Authority.
- 1.1.5 The cost of all tests, analysis, and patent rights shall be borne by the Manufacturer.

2. ALTERATION, ADDITION/ DELETION, DEVIATION, DEFECTS/ DEFICIENCIES:

- 2.1 The Contractor shall manufacture the Bus strictly in accordance with the technical specifications of the contract. Contractor is not allowed to make any alteration,

addition/ deletion, and deviation or leave any defect/ deficiency in the manufacturing of the Bus.

Bus Manufacturer shall note that the Bus shall be manufactured and supplied to the Authority with zero defects. In case, any defects/ deficiencies/ discrepancies are brought to the notice of the Bus Manufacturer during inspection at various stages, the same shall be immediately removed in all the buses under manufacturing before clearance is given by the Authority. In case, any defects/ deficiencies observed at various stages and not rectified by the Bus Manufacturer before the commissioning of the completed buses at The Office of KORBA UPTS, Collectorate Premises, Korba (C.G) or at any other unit of the Authority, Bus Manufacturer shall be solely responsible for any mishap/ mis-happening and liable for levy of damages/ compensation for the damages caused and the same shall be recovered from the outstanding payments/ performance security etc.

- 2.2 Bus Manufacturer shall note that in case of defects/ deficiencies not attended/ rectified by him at his works during Bus manufacturing, the same shall result in delay in releasing the payment for the Bus in order to enable the Authority to work out the cost of recovery to be made from his bills.
- 2.3 However, in case any alteration/ addition/ deletion/ deviation, defects/ deficiencies in any manner is found or detected in the Bus at the time of commissioning of the Bus, Authority shall have the right to recover full cost of the material/ fitment etc with 25% of the cost of the material/ fitment etc as compensation/ damages from bills of Bus Manufacturer towards rectifications at his cost. The Authority shall also have a right to make recovery as determined by The Secretary, Korba Urban Public Transport Society or his authorized representative after costing for defects/ deficiencies, deviations, alterations etc.
- 2.4 For purpose of recovery of compensation and damages, no notice shall be required to be issued to Bus Manufacturer. However, after cost is assessed and evaluated as per joint inspection carried out in presence of Bus Manufacturer's representative, Bus Manufacturer shall be sent a statement in respect of recovery/ deductions made with details of defects & deficiencies etc. Assessment of the cost of material fitment etc shall be made by The Secretary, Korba Urban Public Transport Society or his authorized representative, which shall be final and binding upon the Bus Manufacturer.
- 2.5 That the Bus Manufacturer shall be responsible and liable to deliver fully built Bus in accordance with the technical specifications, terms & conditions of the contract at the place of delivery point as specified in the RFP_. At the time of delivery, either the Bus Manufacturer himself or his authorized representative is bound to be present for joint inspection of fully built Bus. In case, Bus Manufacturer is not present or does not depute his authorized representative at the time of delivery of Bus, he shall not be allowed to urge or say at a later stage that the Bus was inspected in his absence. The inspection shall be carried out by the team of Officials/ officers of the Authority and defects, deficiencies, change in specifications, additions/ alterations, deviations etc shall be noted down in the register and the same shall be got signed by the two witnesses of the Authority or the Bus Manufacturer's representative as the case may be.

Schedule 3: PROVISIONAL RECEIPT CERTIFICATE

(Supply of 48 Fully Built Semi Low Floor Buses under JnNURM)

Name of the Bus Manufacturer: _____

Place of receipt:

Chassis No. _____

Engine No. _____

Type of Bus: -----Bus

Date of receipt

The fully built Bus has been received subject to final inspection to be carried out jointly with the authorized representative of M/s _____ however, following observations made during the preliminary Inspection at the time of receipt of above said Bus.

- 1) Shortage of Loose Items, if any:-
- 2) Shortage of Documents, if any:-
- 3) Visual Inspection Report (damage/ defect/ discrepancies occurred during transit of Bus and the same is to be rectified by M/s _____ before offering for final inspection);-

Signatures of the Authorized representative

Received/Inspected by ---- (Authority to specify)
of Bus Manufacturer

Schedule 4: FINAL ACCEPTANCE CERTIFICATE

(Supply of 48 Fully Built Semi Low Floor Buses under JnNURM)

Ref. No. _____

Name of the Bus Manufacturer: _____

Chassis No. _____

Type of Bus: _____

Dated: _____

Place of Final Inspection: _____

Engine No. _____

Date of receipt _____

The above said fully built Bus has been finally accepted subject to the recoveries (to be intimated by the costing section) to be made from M/s _____ against the following defect/deficiencies which have not been removed/attended and the same were observed during the final inspection carried out jointly with M/s ____.

S.No.	Defect/ Deficiencies	Requirement as per Contract	Amount of Recovery	
			Rs.	P.

Signatures of the Authorized representative

Inspected by ----(Authority to specify)
of the Bus Manufacturer

SCHEDULE 5: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Interpretations

In the contract, unless the context otherwise requires:

- 1.1. Words in the singular include the plural and vice-versa.
- 1.2. Words importing masculine gender shall be taken to include feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.3. Heading of these conditions shall not affect the interpretation or construction thereof of the Clause.
- 1.4. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- 1.5. Wherever Date & Period are specified in RFP Document for completing some formalities/ tasks/ documentations etc, the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by Authority, even if mentioned otherwise anywhere else.

2. Parties to the Contract and their Obligations

- 2.1. The parties to the contract are the Contractor and the Authority, as defined in Part D of RFP Document.
- 2.2. A person signing the Bid or any other document in respect of the contract on behalf of Contractor without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor to fulfill his obligations as mentioned in such Bid or document. If it is discovered at any time that the person so signing has no authority to do so, Authority may, without prejudice to any other right or remedy of the Authority, cancel the contract and make or authorize making of a purchase of buses at the risk and cost of such person and hold such person liable to Authority for all costs and damages arising from cancellation of contract including any loss which Authority may sustain on account of such purchase.
- 2.3. Any approval that may be given by Authority or Inspecting Officer on behalf of Authority shall only be deemed to be approval in principle. Notwithstanding such approval, Contractor shall be fully and totally responsible for the satisfactory performance and compliance with contract specifications.
- 2.4. In case of any inter-se conflict between any provisions/ stipulations in Bid Document or in Contract Document, decision of Authority for interpretation/ application would be final and binding.

2.5. Contractor shall be absolutely liable for technical design and manufacture of buses as per the design and final drawings approved by the Authority. It shall not be open to Contractor to contend at a later stage that a particular change/ deviation in technical parameters/ drawings is not compatible with the overall design of the Bus or affects performance. Any losses, whatsoever, which are occasioned on account of the design / technical failure of the Bus, shall be borne by the Contractor.

3. MEANING OF “BUS SUPPLY CONTRACT”

3.1. The Bus Supply Contract comprises of the following and accordingly it shall mean and include the following:

1. This Contract document along with all Annexure hereto.
2. Request for Proposal (RFP) in its entirety including all its Volumes, Sections, Annexure, and Addendums and response to Pre-proposal queries thereto.
3. Letter of Award no. _____ issued on dated _____
4. Performance Security through Bank Guarantee no. _____
5. Bank Guarantee issued against the mobilization advance
6. Further, any matters extraneous to the Contract which may be required to be added/ modified after the signing of this Contract would be so rendered by an exchange of acknowledged letters, and such letters would be appended to the Contract to become integral part of the Contract.

4. Contract

4.1. The contract shall be for supply (Design, Manufacture, Supply and Commissioning) of Buses of description, specifications and drawings, and in quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, Buses shall be entirely brand new (The chassis used for fabrication of fully built Bus should be new (not manufactured earlier than 12 months from the date of Purchase Order of fully built Bus) and of the best quality and workmanship to the satisfaction of Inspecting officer and Authority.

4.2. The whole contract is to be executed in the approved, substantial and workmanlike manner, to entire satisfaction of Authority, who both personally and by its any person acting through or under Authority, shall have full power, at every stage of progress, to inspect the Buses /chassis/items at such times as he may deem fit and to reject any of the Bus/ item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.

5. Performance Security

5.1. Contractor shall furnish Performance Security en-cashable at Korba in the form of Account Payee Demand Draft/ Fixed Deposit Receipt or in the form of a Bank Guarantee in Performa prescribed in RFP document (Annexure 14)

within 30 days from the date of dispatch of the 'Letter of Award' of the Bid by the Authority, for an amount equivalent to the amount as provided in the RFP Summary. The Bank Guarantee/ should be from any Indian nationalized bank. Bank Guarantee should be drawn in favour of "The Secretary, Korba Urban Public Transport Society", payable at Korba. The total value of contract inclusive of duties and taxes shall be taken into account for calculation of amount of Performance Security. Bank Guarantee shall be valid up to 60 days after the expiry of warrantee period as provided in the RFP and as extended for a suitable period by the Contractor in case of any extension of Contracted Delivery Schedule

- 5.2. In case furnishing of Performance Security is delayed by the Contractor beyond the period provided in sub-clause 5.1 and Performance Security so submitted is accepted by Authority, penalty as per Sub Clause 5.4 hereinafter shall be levied for the period of delay, beyond 30 days allowed as per preceding sub Clause 5.1, in submission of Performance Security.
- 5.3. If Bidder, having been called upon by Authority to furnish Performance Security, fails to furnish the same, it shall be lawful for the Authority:-
 - (a) To recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any contract with the Authority or the Government or
 - (b) To levy penalty in terms of clause 5.4 of GCC or
 - (c) To forfeit the EMD and Terminate the contract or any part thereof and to purchase or authorize the purchase of the buses at the risk and cost of the Contractor.
- 5.4. In case of delay in submission of Performance Security, Authority shall, without prejudice to other remedies under the contract, levy/ deduct penalty @ 0.5% of total value of the Contract inclusive of duties & taxes for delay of each week or part thereof. The decision of Authority shall be final in this regard. The Contractor agrees that penalty is fair and genuine pre-estimate of the loss that would be occasioned by Authority and it shall not dispute the same in any manner. The penalty shall be recovered from EMD and/ or from any bill of the Contractor submitted against any contract.
- 5.5. Authority shall be entitled and it shall be lawful on his part to forfeit amount of Performance Security in whole or in part in event of any default, failure or neglect on part of Contractor in fulfillment or performance in any manner whatsoever of the contract under reference or any other contract with the Authority or any part thereof to satisfaction of the Authority. Authority shall also be entitled to deduct from the amount of Performance Security any loss or damage which Authority may suffer or be put to by reason of or due to any act or other default, recoverable by Authority from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of

performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Authority shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Authority.

- 5.6. The Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract i.e. till satisfactory commissioning of the buses at Authority's works and thereafter successful completion of Warrantee Period as Specified in the Clause 35 of GCC.
- 5.7. As and when, an amendment is issued to the contract, having an impact on amount and validity of Performance Security, Contractor shall, within fifteen days of receipt of such an amendment furnish to Authority an amendment to Bank Guarantee rendering the same valid for the contract as amended.
- 5.8. The Bank Guarantee and or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.
- 5.9. Fresh Performance Security: In the event of encashment of Performance Security by Authority pursuant to an Encashment Notice issued, Contractor shall within 30 (thirty) days of Encashment Notice furnish to Authority fresh Performance Security. The provisions set forth in above shall apply mutatis mutandis to such fresh Performance Security.

6. Contractor's Responsibility

- 6.1. The Contractor shall be entirely responsible for execution of contract strictly in accordance with the terms of Technical Specification and General Conditions of Contract, Instruction to Bidder and other conditions of contract.
- 6.2. Any approval that may be given by Authority or Inspecting Officer or any agency on behalf of "The Secretary, Korba Urban Public Transport Society", (Authority) shall only be deemed to be the approval in principle. Notwithstanding such approval Contractor shall be fully and totally responsible for satisfactory performance and compliance with contract specifications and conditions.
- 6.3. Contractor shall be responsible for taking all necessary approvals and permissions from the Government of India and from the Government of Chhattisgarh as the case may be and shall be responsible and liable for payment of all statutory and non-statutory dues during the performance of its obligations under the contract.
- 6.4. Contractor shall be required to make available all such facilities as may be reasonably required at his works for carrying out essential tests e.g. CNG Leakage Tester & the delivery of buses shall be subject to 'No CNG Leakage' in Bus System in addition to meeting other requirements as specified in the contract. (This would be applicable only to CNG fuelled buses).

7. Submission of Design

- 7.1. Bus design shall be developed based on requirements given in the Technical Specification & sound engineering practices. The design of bus body shall be submitted by the successful Contractor with supporting technical data to Authority for the purpose of inspection during proto type approval. However, Contractor shall be required to obtain Type Approval for buses and Conformity of Production (COP) as per prevalent CMVR from the authorized agencies as per CMVR. In addition, Finite Element Analysis (FEA) using Computer Aided Engineering (CAE) Techniques for required loads/ performance requirements approval shall be obtained from the authorized test agencies as per CMVR. The Contractor remains liable for ensuring adequacy and safety of the design of the Buses.
- 7.2. The design shall be developed in S.I. Units and should follow specification as given in UBS – II of MOUD, GOI.
- 7.3. Notwithstanding the approval, Contractor shall be wholly and completely responsible for satisfactory design, manufacture, supply & performance of these Buses offered during the contract period.

8. Quality Assurance Plan, Inspection and Testing

- 8.1. Contractor shall formulate a Quality Assurance Plan (QAP) to ensure quality product conforming to Part-G. QAP shall cover quality assurance procedures to be followed during all stages of design, planning, procurement, manufacture, supply and commissioning. QAP shall be submitted by the Contractor to Authority within two weeks of signing of Contract.
- 8.2. Authority or representative authorized by the Authority may carry out inspection of Prototype and other buses at any of the following stages before pre-dispatch stage at Contractor's manufacturing premises.
 - Structural assembly stage before paneling in all buses
 - Final completion after paneling, and equipping of buses (Fully built buses)

For any Deficiency noted by the Authority during any stage of the inspection the Contractor shall initiate immediate remedial actions for the same as advised by the Authority. The Authority or Representative of the Authority shall not be entitled to suggest changes or modification which is not part of the mutually agreed Bus specifications.

- 8.3. The Authority shall not conduct any laboratory test if the material procurement certificates are submitted by the Contractor at the time of inspection of buses. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for prototype or any other buses, at its own cost. If the material fails the test, entire cost of testing shall have to be borne by the Contractor. The Authority might conduct lab testing mostly for following material.

Sl. No.	Items to be tested	Specifications
1	CR Tubular sections	BIS: 4923-1997 (or latest) of Grade Yst-240
2	Phosphating / Galvanizing	BIS: 3618-1966 (or latest) Class A-2 for Phosphating & BIS: 277-2003 or latest-120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surface & no weight loss of over 1%.
3	EPDM Rubber	As per AIS 085
4	Glasses Laminated	BIS: 2553 (Part-2)-1992 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass.
5	Aluminum Parts	IS: 733-1974 (or latest) for solid part, IS: 1285-1975 or latest for Extruded Round Tube & Hollow Part and IS: 738-1977 or latest for Drawn Tubes, Alloy 63400, Tempering WP.
6	Paint	PU Paint as per relevant IS: 13213:1991 (or latest) & any other relevant BIS Standards, For Matt Black Paint the Gloss Value is Up to 30 Units.
7	LT Wire	BIS: 2465-1984 (or latest).din 72551-Dimensional Test JIS C 3406-Spark, Immersion & Conductor Resistance Test" SAE
8	Aluminum Sheet	BIS:737-1986 (or latest), Aluminum Alloy H-2/31000
9	CR Sheets	BIS: 513-2008 (or latest)
10	GI Sheets	BIS:277-2003 (or latest),Class-VIII medium Coating of Zinc Nominal Weight 120 Grams/M ²
11	Passenger Seat Assembly	As per AIS-023, Bus code & BIS Standards. For MS Components two weeks (336 hours) Salt Spray test for both in accordance with ASTM procedure B117 with no Structural detrimental effect to normally visible surface & no weight loss of over 1%
12	Marine Board/other	BIS: 710-1976 (or latest),IS:5509-2000 (or latest) for Flammability.

The Authority shall issue Pre Despatch Inspection Certificate within seven days of satisfactory inspection of Fully Built buses. Contractor shall despatch buses only after attending defects/ deficiencies observed during Pre- Dispatch Inspection.

9. Delivery

9.1. Delivery Period: Delivery of prototype Bus and thereafter other buses is to be completed within the Contracted delivery schedule.

9.2. Contractor shall deliver buses at the place/ places detailed in contract not later than the dates/schedule specified in the contract.

- 9.3. Authority shall be entitled to levy damages as per Clause 27 of General Conditions of Contract to the Contractor upon failing to perform as per Clause 9.1 and 9.2 above.
- 9.4. Notwithstanding any inspection and approval by the Inspecting Officer, ownership of the buses shall not pass on to Authority until the buses have been received, inspected and accepted by the Authority at his end Korba.
- 9.5. Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages, risk purchase & other provisions of the contract.
- 9.6. Contractor shall intimate Authority at least 15 days prior to any inspection at Contractor premises failing which Authority shall not be liable for delay in inspection and supplies of buses. Authority shall conduct inspection within 15 days from the day of receipt of request for inspection from Contractor. Delay in delivery of buses on account of late inspection and delay in submission of inspection report by the Authority for the affected quantity shall be entirely attributable to the Authority.

10. Inspection of Buses at Destination Station

- 10.1. On receipt of Buses at the place of delivery, these shall be jointly inspected by the Contractor and the Authority for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, if any, shall be noted and the Contractor shall initiate immediate action for making good the same under advice from Authority within mutually agreed time period. Any delay commissioning of these buses due to any such reason shall be to Contractor's account and shall be dealt with by the Authority as per Conditions of the Contract.

11. Provisional Receipt Certificate

- 11.1. Authority shall issue Provisional Receipt Certificate within three working days of receipt of Bus (es) in good conditions along with valid required documents at the place of Contractor. The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Buses received.

12. Removal and Replacement of Rejected Buses

- 12.1. On rejection of any Bus, subjected to inspection or assessment of performance during commissioning at Authority's premises, such buses shall be removed and replaced by Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to Contractor at the address mentioned in contract, it shall be deemed to have been served on him at the time when such communication would in course of ordinary post reach Contractor, provided that where price or part thereof has been paid, the Authority is entitled without prejudice to his other rights to retain rejected buses till either price paid for the rejected buses is refunded by the Contractor or the same quantity of buses are replaced by the Contractor, save that such retention shall not in any circumstances be

deemed to be acceptance of buses or waiver of rejection thereof.

- 12.2. All rejected buses shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such buses are not removed by Contractor within the period aforementioned, Inspecting Officer/ Authority may remove the rejected buses and either return same to the Contractor at the risk and cost of the Contractor by such mode of transport as Authority or Inspecting Officer may decide, or dispose of such buses at Contractor's risk and on his account and retain such portion of proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals and any price refundable by Contractor as a consequence of such rejection. Authority shall, in addition, be entitled to recover from the Contractor handling and storage charges @ 0.5% of the price of buses per week or part thereof on the rejected buses after expiry of the time-limit mentioned above.

13. Final Acceptance Certificate

- 13.1. Contractor shall inform about rectification/ removal of defects/ deficiencies observed during Joint Final Inspection within 07 days from date of inspection. Thereafter, Final Acceptance Certificate shall be issued by Authority within 15 days after final inspection and satisfactory commissioning of buses at the place of delivery or any other Place mentioned in the Contract.

14. Payment Terms

- 14.1. Payment of the Buses: Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms & conditions of contract in following manner:

Payment	Payment Amount and Timeline	Submissions and Approval required for Payment
First Part of Mobilization Advance Part	5 % of the contract value within 15 days of issuance of purchase order.	Submission of Bank Guarantee equal to 110 % of the amount of mobilization advance for First part
Second Part of Mobilization Advance Part	5 % of the Contract value within 15 days of the date approval of the Prototype Bus.	Submission of Bank Guarantee equal to 110 % of the amount of mobilization advance for Second Part
First Part of Payment for Balance amount	45 % of the value of Buses delivered within 30 days of date of provisional acceptance certificate as per clause 11 of GCC	Submission of required documents (Such as challan etc) and invoice by the Contractor
Second Part of Payment for Balance amount	45 % of the value of Buses delivered within 30 days of dated of Final Acceptance Certificate as per clause 13 of GCC	Issuance of Final Acceptance Certificate by the Authority

The Bank Guarantees against Mobilization Advance, as mentioned above shall be (I) Issued from a Nationalized or Scheduled Bank in favor of the Authority, and en-cashable locally.

The aforesaid Bank Guarantee shall be issued separately for each lot of buses as agreed and specified in the Contracted Delivery Schedule. The Bank Guarantee shall be valid up to 30 days beyond the schedule delivery date of the last lot of buses, and where such delivery date is extended by the Authority in writing, corresponding to such extended delivery date.

14.2. For any delay in payment of any Part according to Clause 14.1 above, the balance 90% of the contract value beyond the timeline stipulated in 14.1 above, the Contractor shall be entitled to claim interest on the delayed payment from the Authority at a rate equal to the prevailing Base Rate of State Bank of India + 2%, provided such delay is not attributable to any breach of any requirements or obligations of the Contractor as arising from the Purchase Contract signed pursuant to this RFP.

14.3. The Contractor shall raise invoice for total cost of Supply of Buses as per contract terms for each lot of buses delivered as per Contracted Delivery Schedule at the time of delivery and Provisional Acceptance of the lot. The Authority shall make payment against the aforesaid invoice amount after adjusting for the payment made as Mobilization Advance for the respective lot of buses.

The Authority shall return the Bank Guarantee in full to the Contractor, pursuant to the Clause 14.1 above, for the lot of Buses Delivered and to which the Final Acceptance Certificate has been issued, after 30 days of the date of payment against the Invoice raised for respective lot of buses.

14.4. The Mobilization Advance shall be considered as non interest bearing advance, notwithstanding above, in case of any default by the Contractor in performance of the obligations pertaining to quality of the buses and Contracted Delivery Schedule, the Mobilization Advance shall be deemed as interest bearing advance and the Authority, without any prejudice, shall be entitled to charge annual interest at the rate _ equal to the prevailing Base Rate of State Bank of India + 2%, 100% on the amount of Mobilization Advance pertaining to the delayed buses, over and above other damages prescribed in the RFP. In case the value of such interest exceeds 10% of the outstanding Mobilization advance, it shall be considered as Authority Event of Default as per Clause 38.

14.5. The Contractor shall raise invoice of entire Bus purchase cost at the time of payment against Final Acceptance. The Authority shall pay the amount against the aforesaid invoice after deducting the amount paid as Mobilization Advance.

14.6. The Bank Guarantee submitted by the Contractor against mobilization advance shall remain valid for 30 after final payment. Format of bank guarantee against Mobilization advance is provided in the Annexure 3.

- 14.7. Beyond the timeline as stipulated in 14.1, the Contractor shall be entitled to claim at interest on the due payment from the Authority at prevailing Base Rate of State Bank of India + 2% for the reasons for delay in payment, provided such delay is not attributable to any breach of any requirements or obligations of the Contractor as arising from the Purchase Contract signed pursuant to this RFP

15. Payment Procedure

- 15.1. Payment for the buses shall be made in Indian Rupees against bills preferred by Contractor.
- 15.2. Where there is a statutory requirement for tax deduction at source, such deduction towards Income Tax and other taxes as applicable shall be made from bills payable to Contractor at rates as notified from time to time.

16. Submission of Drawings

- 16.1. Contractor shall provide two sets of general drawings comprising of elevations – sides, front & rear ends along with main dimensions, isometric views, exterior & interior details, seating layouts, specified color scheme, bill of materials and their sizes and specifications, etc. Three complete sets of Compact Disc (CD) along with two sets of hard copies and other documents as specified in Technical Specifications (Part G) shall be supplied by Contractor to Authority in advance of dispatch of Prototype Bus from Manufacturer's works.

17. Service Engineering

- 17.1. Contractor shall furnish information on maintenance practices to be followed for these Buses manufactured to confirm to Technical Specification or similar to those offered against the tender, clearly spelling out the following:
- (I) Maintenance standards including clearances and tolerances at various locations and permissible limits of wear for good riding comfort, performance and operation.
 - (ii) Inspection procedure & periodicity of various preventive schedules in detail including gauging practices.
 - (iii) Maintenance procedures in detail including preventive maintenance schedules
 - (iv) Facilities required for maintenance, giving detailed information on the following:
 - a. Plant & Machinery required for maintenance.
 - b. Gauges, Jigs and Fixtures and Tools required during maintenance
 - c. Space requirements for maintenance facilities.
 - d. Any other details necessary for development of said facilities.

18. Service Manuals and Spare Parts Catalogues

- 18.1. Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least 5 sets of each for every 100 buses or part thereof of the same shall be supplied without any extra charge, along with the first supply. Detailed spare parts catalogue listing all components manufactured or purchased (five copies for every 100 buses or part thereof) shall be supplied without any extra charge. All manuals shall be sent to Authority in advance of dispatch of buses from manufacturer's works.
- 18.2. Contractor shall also furnish printed price list(valid for the warranty period) giving cost of all components/ assemblies of the Bus for applicable spares parts/ aggregates/ consumables etc. along with maximum discount allowed to Authority on purchase of such items as per prices in the price list during life of the Bus. The Contractor shall give an undertaking along with the Bid that the rates of parts/ discounts etc. quoted by them in the price lists are reasonable and do not exceed rates at which these parts are made available on DGS&D/ ASRTU Rate Contract (RC) / to any other Government Department / Public Sector Undertaking/Authorized Dealers, etc. The rates of spare parts shall be valid for the warranty period from date of submission of printed price list and the price variation will be limited to relevant price index of the Government of India

19. Training

- 19.1. The Contractor shall provide training to minimum 3 drivers and 0.2 maintenance staff per Bus
- 19.2. The Contractor shall also impart training to minimum 3 engineers of the Authority at the Depot and 10 engineers at the headquarter of the Contractor for Intelligent Transport System fitments which are part of the Bus as per the Specifications to minimum 3 engineers at each depot and 10 engineers at head quarter of the Contractor.
- 19.3. The Contractor shall have to certify the trainees for the said training programs and a satisfactory note to be issued by trainees at the end of training program

20. Environmental Conditions

- 20.1. The environmental conditions given in Technical Specification of RFP Document / UBS-II if any are for general guidance of the Manufacturer/ Contractor. Further specific information, if any required, shall be ascertained from Authority.

21. Technical Requirements

- 21.1. Bus Manufacturer/ Contractor is expected to provide all items required for proper functioning of Buses in accordance with the best current international practices whether included in these specifications or otherwise and to conform to UBS-II. The buses shall be highly energy efficient and shall not contribute to pollution levels.

22. Use of Authority Plant and Equipment

22.1. In case Contractor considers use of Authority plant and equipment during commissioning or for rectification of minor defects, their use, responsibility for wear and tear and damages, the rental to be paid for by Contractor shall be laid down by Authority at that time.

23. Duties & Taxes

23.1. Bidders are required to indicate breakup of duties and taxes payable by them in their Price Schedule in respect of Price of Bus. For the supplies of buses made as per the Contracted delivery schedule, the statutory levies as applicable on the date of supply shall be reimbursed to the Contractor at actual.

23.2. For supplies of buses made beyond the Contracted delivery schedule, if the delay is not on account of the Authority, any additional taxes and duties beyond those prevailing at the scheduled delivery time as per the contracted Delivery Schedule shall be to the account of the Contractor. In no case, Contractor shall be entitled to any increase in duties and levies imposed after expiry of contracted delivery schedule.

23.3. Notwithstanding above, In case of the reasons for delay in the delivery of buses are attributable to the Contractor, any downward revision in the statutory levies shall be payable as per actual.

24. Amendments

24.1. Authority, without prejudice, can make amendments, and/ or modifications in Contract in writing in mutual agreement with the Contractor and the record of any such change shall be duly appended to the main contract document forthwith and be read as part of the Contract.

25. Authority Address

25.1. The list of addresses to which correspondence/ notices and documents relating to the Contract should be sent is as under:

I) For all Policy, Contractual and Commercial matters:

(a) Prior to the award of the Contract: The Office of KORBA UPTS, Collectorate Premises, Korba (C.G).

ii) For matters relating to design and drawings: The Office of KORBA UPTS, Collectorate Premises Korba (C.G).

iii) For matters relating to progressing of testing and commissioning, measurements and billing of Buses: The Office of KORBA UPTS, Collectorate Premises, Korba (C.G).

26. Delays in Contractor's Performance

26.1. Delivery to be effected without time over-run: The time allowed for and the date specified in the contract or as extended or modified, for delivery &

commissioning of buses shall be the essence of the contract and delivery must be completed no later than the date(s) so specified or extended.

- 26.2. Progress of deliveries: Contractor shall allow reasonable facilities and free access to his works and records to Inspecting Officer or such other Officer as may be nominated by Authority for the purpose of ascertaining the progress of deliveries, etc under the contract.
- 26.3. A failure or delay by Contractor in performance of his obligations for delivery and commissioning of buses, Authority at his discretion may take following actions:
- (a) Extend delivery period for unsupplied/ non-commissioned quantity of buses with imposition of pre-estimated liquidated damages and duties and taxes as per Clause 27 of GCC and/or
 - (b) Forfeit the Performance Guarantee in case of further delay in the supply of remaining quantity of buses ; and/ or
 - (c) Terminate the contract for unsupplied quantity of buses as per the provision set forth in Clause 37 of GCC ; and
 - (d) Effect purchases at the Contractor's risk and cost for unsupplied quantity as per clause 27 hereinafter;
- 26.4. If at any time during performance of Contract, Contractor encounters conditions beyond its control impeding timely delivery of buses, or as provided in the Clause of the ITB, Contractor shall promptly notify the Authority in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, Authority may evaluate the situation and may, at his discretion, extend Contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. The extension, if any, shall not affect condition of time being of the essence of the Contract.

27. Liquidated Damages

- 27.1. Subject to Clause 26 above, if the Contractor fails to complete the commissioning of same within the delivery period (s) specified in the contract, the Authority shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages as Specified in the RFP Summary of the total value of the unsupplied buses inclusive of duties & taxes which the Contractor has failed to deliver/commission within the period fixed for delivery/commission for delay of each week or part thereof.
- 27.2. The amount of pre estimated liquidated damages to be charged under the contract, in terms of preceding Clauses 27.1 shall not exceed as the cap provided in the RFP Summary.
- 27.3. Contractor agrees that pre-estimated damages mentioned at Clause 27.1 & 27.2 are fair and genuine pre-estimate and not by way of penalty. Contractor also agrees that he shall not dispute the same in any manner.

28. Acceptance of Buses received after the expiry of Delivery Period

28.1. Contractor is required to complete supplies within stipulated delivery period. In case Contractor fails to complete the entire/ part quantity of supplies within stipulated delivery period, Authority, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to following conditions:

- a. Contractor shall pay and Authority shall recover pre-estimated liquidated damages from Contractor as per Clause 27 on buses which the Contractor has failed to deliver within the period fixed for delivery.
- b. All Government Taxes/ Levies, as applicable, on the date of invoicing of the buses shall be payable to the Contractor
- c. Notwithstanding any stipulation in contract for increase in price on any other ground, no such increase in Government taxes / levies etc which takes place after delivery date stipulated in the contract shall be admissible on such of the said buses as are delivered after the said date.
- d. Authority shall be entitled to benefit of any decrease in price on account of reduction in statutory levies, Custom Duty, Excise Duty, Sales/ Trade Tax/ VAT, Service Tax and duties or on account of any other ground which takes place during the currency of the contract and/ or after expiry of the delivery date stipulated in contract. Contractor shall allow said benefit in his bills and in absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

29. Progress Reports

29.1. The Contractor shall, from time-to-time, render reports concerning progress of the contract and/ or supply of the buses in the Format prescribed as Schedule to the Contract.

29.2. The submission, receipt and acceptance of such reports shall not prejudice the rights of Authority under the contract, nor shall operate as estoppels against Authority merely by reason of the fact that it has not taken notice of/ or subjected to test any information contained in such report.

30. Indemnity

30.1. The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify Authority against all claims which may be made in respect of buses for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered design or trade mark being made against the Authority, Authority shall notify the Contractor of the same and Contractor, shall at his own expense and responsibility, either settle any such dispute or conduct any litigation that may arise there from.

31. Safety Measures

- 31.1. Contractor should take all precautionary measures in order to ensure protection of his own personnel moving about or working on the premises of Authority i.e. Authority.
- 31.2. Contractor should abide by and conform to all rules and regulations of Authority in force from time to time and ensure that the same are followed by his representatives, agents, sub-Contractor or workmen working in the premises of Authority.
- 31.3. Contractor should ensure that while working in the premises of Authority, unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and/ or damage to equipment, does not occur.
- 31.4. Contractor should indemnify and keep the Authority indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises of Authority and any loss or damage to property of Authority sustained due to the acts or omissions of Contractor irrespective of whether such liability arises under Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time.

32. Consequence of Rejection

- 32.1. If any consignment of buses is rejected by Inspecting Officer or by Authority during testing, trials and commissioning and Contractor fails to rectify rejected Bus(es) within 21 days of rejection, Authority shall be at liberty to:-
 - a. require the Contractor to replace rejected buses forthwith but in any event not later than a period of 30 days from the date of expiry of the rectification period and Contractor shall bear all costs of such replacement including freight and insurance etc., if any, on such replacement and shall not be entitled to any extra payment on that or any other account; or
 - b. purchase or authorize purchase of quantity of buses rejected of same or similar description (when buses exactly complying with "particulars" are not in opinion of Authority, which shall be final, readily available) without notice to Contractor at his risk and cost and without affecting Contractor's liability as regards supply of any further installments due under the contract; or
 - c. cancel contract and purchase or authorize purchase of buses of same or similar description (when buses exactly complying with particulars are not in the opinion of Authority, which shall be final, readily available) at the risk and cost of Contractor. In the event of action being taken under (b) above or under this sub-clause, the provisions of preceding clause (a) above shall apply as far as applicable.

33. Option Clause

- 33.1. Provided no change in quantity of buses ordered has been made at the stage of issuance of LOA as per clause above, the Authority reserves the right to reduce the number of buses ordered by him by maximum 25% (twenty five percent) of numbers of buses ordered under LOA on and before issuance of purchase order. Authority reserves the right to increase the number of Buses ordered by him by maximum 25% (twenty five percent) of initially contracted numbers of Buses, (i.e. number of buses ordered in the LOA) before 90 days of completion of delivery as per the contracted schedule without any change in Unit Price or other Terms & Conditions
- 33.2. Any increase of quantity shall be incorporated through an amendment. For additional quantity, additional delivery period proportionate to delivery period of the ordered quantity, excluding time for submission of prototype, shall be allowed. Contractor shall be allowed two months lead time for arranging raw material and other resources for construction of additional quantity of buses. Contractor shall have to deposit performance security of additional amount separately within 30 days from the date of amendment of increased quantity in the same manner & method prescribed in clause 5 of GCC.
- 33.3. The Price Bid of the Bidder will be used to determine the per Bus cost, and in the event of reduction of number of Buses pursuant to Clause 33.1 above the total Contract price shall be reduced accordingly.

34. Corrupt practices

- 34.1. Bidder/ Contractor shall not offer or give or agree to give to any person in employment of Authority or working under the orders of the Authority any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to obtaining or execution of contract or any other contract with Authority or for showing any favor or forbearing to show disfavor to any person in relation to the contract or any other contract with the Authority. Any breach of the aforesaid condition by Bidder/ Contractor, or any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants, shall entitle the Authority to cancel the contract and all or any other contracts with the Contractor and to recover from the Bidder/ Contractor the amount of any loss arising from such cancellation in accordance with the provisions of clause 27 as applicable.
- 34.2. Any dispute or difference in respect of either interpretation, effect or application of above sub-clause or of amount recoverable there under by Authority from the Bidder/ Contractor, shall be decided by Authority, whose decision thereon shall be final and binding on Bidder/ Contractor.
- 34.3. Bidder has to sign the Pre Contract Integrity Pact of GoCG as in a prescribed format of Annexure – 17.

35. Warranty

35.1. Contractor shall be responsible for any defect or failure of Buses or equipment provided in these buses due to defective design, material or workmanship, for a period Specified in the RFP Summary individually for each Bus from the date of date of issuance of Final Acceptance Certificate “The Secretary, Korba Urban Public Transport Society”. The rectification/ replacement of failed components/ equipment shall have to be undertaken by Contractor free of charge at Authority’s workshop/ depot. Contractor shall collect failed & defective components/ equipment from Authority site and send them to the works of the Contractors at his cost and responsibility. This shall be arranged directly by the Contractor or his representative. Further, should any design modification be required to be made in any assemblies/ sub- assemblies such as engine, catalytic converter, self-starter & alternator, transmission, air suspension, front axle, rear axle, steering, electronic destination boards of the buses, pneumatically operated doors etc, the period of warranty would commence from the date when the modified assemblies/ sub-assemblies/ parts/ design is commissioned in service.

35.2. Contractor shall be required to station required number of competent engineers/ supervisors along with necessary spare parts during commissioning of Buses at his cost. However, at least one competent engineer shall necessarily be stationed during the entire warranty period for evaluation of performance of Buses & keeping liaison with the Authority. Necessary technical personnel shall also be deputed by the Contractor at his cost for investigating defects and failures and carrying out modifications as and when required during the warranty period.

35.3. Contractor shall assure the repair of Bus with the timelines as per the Table below.

SI No.	Nature of Repair	Repair or Replacement time in number of days.
1	All minor repair & replacement of aggregates like-Air Compressor, Intercooler, Clutch plate, Alternator, Injectors, AC-compressor Retarder etc.	3
2	All major repair & replacement of aggregates like- Engine, Gear Box, Rear Axle, Front Axle, etc.	7
3	Minor repair or replacement of parts	3
4	Major repair or replacement of parts.	7

The above days are excluding the days taken by the Authority in sanctioning the repair / replacement days, if any (as some repair / replacement may be carried out at cost for which approval / sanction of the Authority would be necessary).

36. Insolvency and Breach of Contract

36.1. Authority may at any time, by notice in writing summarily determine the contract without compensation to the Bidder/ Contractor in any of the following events, if the Bidder/ Contractor:-

- a. being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b. being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c. commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to Authority and provided also the Contractor shall be liable to pay to the Authority any extra expenditure he is thereby put to and the Bidder/ Contractor shall, under no circumstances, be entitled to any gain on repurchase.

37. Contractor Events of Default

37.1. Following events shall constitute an Event of Default by Contractor **(Contractor's Event of Default)** unless such event has occurred as a result of a Force Majeure Event:

- a. if Contractor fails to deliver any or all of the buses or fails to commission the same within the delivery schedule(s) specified in contract or any extension thereof granted by Authority pursuant to clause 9
- b. In Case of interest amount on Mobilization Advance exceeding the limit specified in the Clause 14.5.
- c. In case of pre-decided Liquidated Damages exceeds the limit specified in the clause 27.2.
- d. If Contractor Fails to Perform any other obligation(s) under the contract.

38. Authority Events of Default

38.1. Following events shall constitute an Event of Default by Authority **(Authority's Event of Default)** unless such event has occurred as a result of a

Force Majeure Event:

- I. The Authority is in Material breach of any of its obligations under this Contract and has failed to cure such breach within sixty (60) days of occurrence thereof
- ii. The Authority has unlawfully repudiated this Contract or otherwise expressed its intention not to be bound by this Contract.
- iii. Failure in making payment to the Contractor as per the provisions of the RFP
- iv. Perform any other obligations under the Contract

39. Termination for Default

- 39.1. Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of an Contractor Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days or reasonable period at sole discretion of Authority to the Contractor to remedy the default (“Remedial Period”) and/or make representations, and may after the expiry of such Remedial Period on non remedy of breach/default at the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Contract.
- 39.2. In the event of termination due to Contractor Event of Default, Authority shall have the right to;
- invoke and retain the Performance Guarantee amount in full
 - invoke and retain the amount of remaining Bank Guarantee against Mobilization Advance in full
 - Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination
- 39.3. In the event the Authority terminates the contract in whole or in part, pursuant to sub- clause 37, Authority may enter into fresh contract with any other Contractor for completing unfulfilled portion of contract and Contractor (whose Contract is terminated) shall be liable to Authority for any excess costs for such buses, their commissioning for Warranty However, Contractor shall continue performance of the contract to the extent not terminated.
- 39.4. Without prejudice to any other right or remedies which the Contractor may have under this Contract, upon occurrence of an Authority Event of Default, the Contractor shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 15 (fifteen) days or reasonable period to the

Authority to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non remedy of breach/default at the satisfaction of the Contractor, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Contract.

In the event of termination due to Authority Event of Default, Authority shall;

- Refund the Performance Guarantee amount in full after deduction of any due payable by the Contractor
- Refund remaining Bank Guarantee against Mobilization Advance in full without deduction of any interest against receipt of balance amount of mobilization advance
- Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination, except the payment to be made for the buses delivered by the Contractor and to which the Final Acceptance Certificate has been issued, Contractor.

40. Force Majeure

- 40.1. For purposes of this contract, Force Majeure means an event beyond the control of the parties to contract and not involving either party's fault or negligence and not foreseeable.
- 40.2. If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.
- 40.3. The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of Force Majeure event, inform other party with suitable documentary evidence. Non-availability of any component etc or any price escalation or change in any duty, tax, levy, charge etc shall not be an excuse for the Contractor for not performing his obligations under this clause/ contract.
- 40.4. Any waiver/ extension of time in respect of the delivery of any installment or commissioning of buses shall not be deemed to be a waiver/ extension of time in respect of remaining deliveries or commissioning of buses or completing balance portion of work.
- 40.5. If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior

performance shall be subject to contract terms.

40.6. Contractor shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

40.7. In the event of termination due to Force Majeure Event of Default, Authority shall;

- Refund the Performance Guarantee amount in full after deduction of any due payable by the Contractor
- Refund remaining Bank Guarantee against Mobilization Advance in full without deduction of any interest against receipt of balance amount of mobilization advance
- Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination, except the payment to be made for the buses delivered by the Contractor and to which the Final Acceptance Certificate has been issued, to Contractor

41. Laws Governing the Contract

41.1. This contract shall be governed and interpreted in accordance with the laws of India.

41.2. Irrespective of the place of delivery and the place of payment under the contract, contract shall be deemed to have been made in Korba from where the 'Letter of Award' of the Bid has been issued and where the contract is to be performed by supplying, commissioning and maintaining the buses.

41.3. Jurisdiction of Courts. - The Courts of Korba, the place from where the 'Letter of Award' of the Bid has been issued and where the contract is to be performed by supplying and commissioning of the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

41.4. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970.

41.4.1. The Contractor shall:

- a. comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify Authority from and against any claims under the aforesaid Act and the Rules.
- b. obtain a valid license under the aforesaid Act as modified from time to time before commencement of the contract and continue to have a valid License until completion of contract. Any failure to fulfill this

requirement resulting in non-execution of the contract shall attract penal provisions of the contract.

- c. Pay to labour employed by it directly or through his authorized network/ Service Provider the wages as per provisions of the aforesaid Act and Rules wherever applicable. The Contractor, shall notwithstanding provisions of contract to the contrary, cause to be paid wages to labour indirectly engaged on the contract including any engaged by his authorized network/ Service Provider in connection with said contract, as if the labour had been immediately employed by him.
- d. comply with or cause to be complied with provisions of aforesaid Act and Rules wherever applicable in respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of contract, Contractor.

41.4.2. In every case in which, by virtue of provisions of aforesaid Act or Rules, Authority is obliged to pay any amount of wages to a workman employed by the Contractor or his authorized network/ Service Provider in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of contingent liability of the Authority due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, Authority shall recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Authority under sub-Part (2) of Part 20, and sub-Part (4) of Part 21, of the aforesaid Act, Authority shall be at liberty to recover such amount or part thereof by deducting it from the amount of Performance Guarantee Bond and/or from any sum due by the Authority to the Contractor whether under the contract or otherwise. Authority shall not be bound to contest any claim made against him under sub- Part 2 of Part 20 and sub-Part 4 of Part 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Authority full security for all costs for which Authority might become liable in contesting such claim. The decision of the Authority regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

42. Settlement of Dispute and Arbitration

42.1. Amicable Resolution

- (a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in clause (b) below.
- (b) Either Party may require the Dispute to be referred to "The Director, Urban

Administration & Development department, GoCG for amicable settlement. Upon such reference, both the Parties and the The Director, Urban Administration & Development department, GoCG , “Authority” or his nominee (who can be an employee of Authority dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

42.2. Arbitration

(a) Arbitrators

Any Dispute which is not resolved amicably as provided in Clause 42.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a Sole Arbitrator, to be appointed by GoCG. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereto. The arbitrator shall issue a reasoned Award.

(b) Place of Arbitration

The place of arbitration shall be Raipur.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English or Hindi shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed in the arbitration by the Sole Arbitrator shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Sole Arbitrator.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the Sole Arbitrator and all other expenses of the arbitration shall be initially borne and paid by the respective Parties equally subject to determination by the Sole Arbitrator. The Sole Arbitrator may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

(g) Performance during Arbitration

Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award

43. Secrecy

43.1. Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

43.2. Any breach of the aforesaid conditions shall entitle Authority to cancel the contract and to purchase or authorize purchase of buses at the risk and cost of the Contractor in accordance with Clause 27.3 thereof as applicable.

PART G: TECHNICAL SPECIFICATION FOR KORBA URBAN PUBLIC TRANSPORT SOCIETY CITY BUS AS PER URBAN BUS SPECIFICATIONS II (UBS II)

1. Scope

- 1.1. The specification covers design, manufacture, supply and commissioning of Diesel fuelled IC Engine propelled 48 nos fully built semi low floor city Bus for operation in Korba. The Bus design as per Urban Bus Specifications (UBS-II) shall be energy efficient; environment, commuter and community friendly, safe and secure for mass transportation of passengers. Contractor will submit its offered specifications against the specification stipulated in UBS-II
- 1.2. Offered Bus specs shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). These shall include, but not be limited to, the Disability Act 1995 as well as state and local accessibility, safety and security requirements.

The Buses shall have Logo of JnNURM as per the guideline no. DO NO. K-14011/ 48/ 2006 – UT (Pt) published by the MoUD through dated 6th June 2013

2. Quality Assurance

- 2.1. Contractor shall use materials including fasteners conforming to relevant Indian/ International standards and shall get the same pre-tested before use, meeting requirements of all the specified parameters to ensure quality of the material specified. Detailed procedure for quality assurance is given in Schedule 2 of the RFP doc. However, random sample of materials as per the list given in the RFP picked up and duly sealed by the representative of Authority in presence of the Bidder, out of purchased lot at the works of the manufacturer or out of Bus under fabrication/ completed Bus and shall be sent for testing quality of components at CIRT, / ARAI/ BIS approved testing laboratories having testing facilities for testing all parameters of specifications of materials/ items. In the event of failure of samples in lab tests testing shall be conducted in the same way again from the fresh lot. Contractor shall replace failed materials by those duly passed in lab tests. If the material fails the test, the entire cost of testing shall have to be borne by Contractor.
- 2.2. Completed Bus shall be subjected to water leakage test conforming to BIS: 11865-1986 or latest.
- 2.3. The inflammable items used in the Bus shall be tested as per IS: 15061 and all type of fuses shall be tested as per AIS 028 up to 25 Amp, and fuses of higher ratings as per relevant standard.

3. Statutory Requirement

Bus design shall meet all statutory requirements in respect of each and every item of the Bus. Contractor shall obtain type approval certificates etc for Bus & any other items from testing agencies authorized under CMVR.

4. Authority reserves the right to alter, modify, change the specifications as per requirement to suit the latest provisions of CMVR/ any other Notifications, safety aspects, emission aspects besides any practical/ operational difficulties etc. faced by Authority. Vehicle Manufacturer shall ensure that all the alterations, changes or modifications in the specifications, if necessary, as mentioned above shall be carried out in the buses built by them as per advice of the Authority without attributing any additional cost. Complete Bus has to be type approved from the approved test agency under CMVR as per specifications laid herein before any proto type is given to Authority.
5. While registering every Bus, Vehicle Manufacturers & transport authority shall jointly examine the Bus prior to registration. The registration of such a vehicle would be done only after signing the report jointly by all concerned along with the transport authority.
6. **Contractor shall submit detailed specs of offered Bus against each item / parameter of UBS II (in same format), ensuring that offered Bus specs fulfill and or exceed all requirements of UBS II specs. (Refer to USB – II uploaded with this RFP)**
7. **Specifications as per UBS-II**

- (i) GENERAL DESIGN: The bus shall be designed and manufactured in accordance with the specification and Code of Practice for Bus Body Design prevailing Central Motor Vehicle Rules, Urban Bus Specification - II issued by Ministry of Urban Development and specifications of KORBA UPTS. The bus design shall have type approvals from ARAI/Pune and State Transport Authority, Govt. of CG (if applicable). The bus shall be designed to carry passengers with ease of boarding and alighting especially for ladies, children senior citizens and physically challenged persons.
- (ii) EMISSION STANDARDS: The bus design shall be eco friendly, energy efficient, safe and comfortable with exhaust emissions confirming to Bharat Stage-III/IV or latest available norms, if any of any further standards as imposed by law and further improved standards as applicable on the date of manufacture. To ensure compliance type approval certificate from approved test agency under CMVR shall be necessary for the complete bus.
- (iii) ITS: Contractor shall submit its offered specification against the specification specified in USB – II for ITS system.

Sl. No.	Description	Specification	
1.	Dimensions of Chassis/Bus	Particulars	Midi /Midi AC Semi Low Floor
		Bus Length	≤9400m

		Wheel Base	≤5000(mm)
		Floor height	900
		Front Overhang	As per CMVR
		Bus Width	2500 mm
2.	Interior Saloon height	Midi Buses	
		1900mm in low floor area (1700 mm in case of rear saloon area of rear engine bus)	
3	Chassis/body	The all steel ladder type Chassis frame or Monologue design body shall confirm to Urban Bus Specifications, latest revision of CMVR Regulations prevailing at the time of supply in all respects. Chassis shall comprise of chassis frame, Engine, Air Compressor, Self starter, Alternator, Radiator, Transmission (including Clutch Gear Box) (Automatic/ Manual) and Propeller Shafts, Front axle assemble, Rear axle assembly, Air Suspension/Normal, Power Steering Assembly, Six Wheels with tyre Assembly, Full air brake system with DDU/Air drier and parking brake, 12/24 V Heavy Duty electrical Wiper Assembly/ pneumatic wiper motor, Head and Tail Lamp Assemblies, Electrical Horns, Aesthetically designed instrument panel and Four way pneumatically adjustable type Driver Seat Assemble with safety belt or driver seat confirming to CMVR requirements, Engine Bonnet with proper insulation, CMVR kit.	
4.	Engine& FIP	Maximum engine torque required at lower range of RPM and spread over a wider range of RPM	
5.	Acceleration	Acceleration- >0.8 m/sec in full load (Max for passenger, min for design 0-30 kmph in 10.5 sec or less)for midi/mini buses. Acceleration- 0.9 m/sec in full load (Max for passenger, min for design 0-30 kmph in 9.0 sec) for standard size buses.	
6.	Cooling system	The system shall include Radiator, Water pump and Fan of adequate capacity with thermostat to control the coolant temperature 85 C to 95 C. the thermostat shall be of fail-safe type.	
7.	Pollution& Exhaust Gas	The Engine shall meet Bharat Stage-III emission norms or latest norms applicable at the time of delivery of chassis. The Tenderers shall give a certificate based on their Engine Dynamo Meter Test the exhaust gas analysis of CO HC, NOX and PM (Particulate matter) in Gms/Kwh. A Photo Copy of the test certificate issued under CMVR rules by the Competent Authority shall be submitted along with the tender.	
8.	Transmission & Clutch	Single plate dry type Mechanically/ Hydraulically/Pneumatically actuated.	
9	Gear Box	The Gear box shall be of Synchromesh type, suitably designed for operation on all terrain in City operation.	
		Midi	
		5 Forward and 1 reverse	

10	Front Axle	Midi						
11	Rear Axle	.						
12	Tyres	Midi Buses Steel radial tube-less. Size and Performance as per CMVR						
13	Steering	Hydraulic power steering with height and angle adjustment						
14.	Suspension	Spring type shall be of the following type:- <table><tr><td>Particulars</td><td>Midi Buses</td></tr><tr><td>Front Axle</td><td rowspan="2">Optional irrespective of the type of suspension, floor level of bus should not go beyond maximum floor height (any bus delivered after 1st April, 2015 will mandatorily have air suspension or superior)</td></tr><tr><td>Rear Axle</td></tr></table>		Particulars	Midi Buses	Front Axle	Optional irrespective of the type of suspension, floor level of bus should not go beyond maximum floor height (any bus delivered after 1 st April, 2015 will mandatorily have air suspension or superior)	Rear Axle
Particulars	Midi Buses							
Front Axle	Optional irrespective of the type of suspension, floor level of bus should not go beyond maximum floor height (any bus delivered after 1 st April, 2015 will mandatorily have air suspension or superior)							
Rear Axle								
15	Brakes	Dual circuit fall air brakes, with preferably disc type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (any bus delivered after 1 st April, 2015 will mandatorily have disk brake in front)						
16	Electrical System	12/24 ² volt DC for mini buses and 24volt Dc for midi buses. Battery: Low maintenance type lead acid batteries for 12/24 v (as applicable system performance as per BIS: 14257-1995 (latest).2*12V of commensurate capacity. Maintenance free batteries preferred						
17	Alternator & Self Starter	12/24V ² for mini and 24V for midi (alternator & self starter)						
18.	Instrument panel	Aesthetically designed instrument panel should consists of Speedo meter with Km counter, Air Pressure Gauges, Flashing - Side indicator and switch Warning lamp for low air pressure, warning lamp for discharging of batteries, Starter Switch, Dipper switch, Ammeter, Temperature Gauge, Engine oil pressure gauge, Engine RPM Meter Etc.						
19.	Electronics/ Telemetric	The vehicle should have Passenger information system (Audio and video), Public address system. The bus architecture should be compatible with ITS and Vehicle tracking system.						
20	Angle of approach	Not less than 8.0 for mini/midi buses						
	Angle of departure	Not less than 8.5 for mini/midi buses						
21	Doors	<table><tr><td>Minimum width of service door</td><td>Midi Buses</td></tr><tr><td></td><td>As per AIS 052</td></tr></table>		Minimum width of service door	Midi Buses		As per AIS 052	
Minimum width of service door	Midi Buses							
	As per AIS 052							

22	Emergency Exits	As per AIS 052/CMVR	
23	Windows	Particulars	Midi Buses
		Minimum with of windows (clear vision zone)	As per AIS 052
		Minimum height of windows	≥950 mm
		Window panes shall be sliding type for all buses except AC buses. In AC buses there shall be provision for adequate ventilation in case of AC failure.	
24.	Steps	Max. height of first step - 400mm Max height of other steps-250mm (300 mm max if door behind rear axle) for Type-1	
25.	Maximum Floor Height	900mm ± 50 for both	
26.	Gangway	Minimum 1750 mm for mini , Minimum 1900 for midi Buses.	
27.	Seats	As per AIS 052 for mini/midi buses	
28.	Seat spacing	650 mm for Type-1	
29	Knee room	Minimum 279 mm for Non AC, Min 406 mm for AC	
30	Kneeling requirements	Not required for both mini/midi	
31	Type of floor	As per AIS 052 for mini buses , Flat except at wheel in the low floor area of buses seats may be located over the wheel arches for midi buses .	
32	Saloon flooring	12mm resi treated compressed plywood overlaid with 2 mm antiskid, high resistant vinyl	
33	Interior	Midi	
		1900mm including that in the rear overhang area.	
34	Panels	Aluminum extrusion IS 733/1983 or better	
35	Front wind shield	Front wind shield-Single piece curved PVB laminated glass, As per CMVR Rules	
36	Electricals	As per AIS 052	
37	Stanchions	Vertically fitted , aluminum tubing with colour contrasting and slip resistant. 40mm dia & 3.15mm thick. Rest As per AIS 052. As an alternative to stanchions mounted on bus floor, stanchions mounted on top of seat frames (new version seats) be explored (refer figure-2).	
38	Drivers working space	As per Bus Body Code. The drivers environment shall be ergonomically designed with conveniently accessible controls and adjustable steering wheel.AS per CMVR(AIS 052)	
39	Destination Boards	Day light viewable LED route display system with PC interface Matrix Size (Minimum): 128x16 at front, 96x16 on side and rear ,As per MOUD	
40	Life Cycle Requirements	Life of Bus -12 years or 10,00,000km required	
41	Crash	As per CMVR	

	Worthiness Requirement	
42	Fire Extinguisher	Shall be provided
43	Noise limits	84dba (to be achieved a maximum noise level of 81 dba from 1 st April 2015 onwards)
44	Other Standard fitments	<p>FWS blinder partiion for driver.</p> <p>All flap doors with locking arrangement,</p> <p>2no. roof hatches with exhaust fans (Optional for Non AC).</p> <p>Power operated rear view mirrors optional,</p> <p>First aid kit & Warning triangle as per CMVR Rules</p> <p>Fuel tank confirming to specifications as per CMVR A of minimum capacity of 165 lts for semi low floor & 90 lts for mini/midi bus.</p>

Sl.No.	Description	Specification	
1	Dimensions of Chassis/Bus	Particulars	Standard size urban bus (AC/Non-AC)
		Bus Length	12000 (minus tolerance of 100)
		Wheel Base	6100 (tolerance: -200 + 400)
		Floor height	900 in case of Non AC & 650 MM in case of AC
		Front Overhang	As per CMVR
2	Engine	<p>Maximum engine torque required at lower range of RPM and spread over a wider range of RPM</p> <p>Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, diagnostic details message (engine specific)</p> <p>Engine should be able to operate efficiently at ambient temperatures of approximately 0° to 50° C, humidity level from 5% to 100%, and altitude levels of up to 2000 meters, generally operating in the semi arid zone/hilly region prevailing in the area.</p>	
3	Acceleration	≥0.8 (meter/sec ²)	
4	Batteries	Low maintenance type lead acid batteries for 24 V system- performances as per BIS: 14257-1995 (latest). 2*12V of commensurate capacity. Maintenance free batteries preferred.	
5	Transmission & Clutch	<p>Transmission - Purchaser to select any one transmission system. However, rear engine buses to have either automatic or automated manual transmission system only. (any bus delivered after 1st April, 2015 will mandatorily have either automatic or automated manual transmission system)</p> <p>Clutch (where applicable) - Dry, single plate, power assisted operation</p>	
6	Gear Box	The Gear box shall be of Synchromesh type, suitably designed for operation on all terrain in City operation.	
		Standard	Midi
		6 Forward and 1 reverse	5 Forward and 1 reverse
7	Front Axle	Heavy duty reverse Elliot type axle suitable for various floor heights	
8	Rear Axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations	
9	Tyres	Steel radial tube-less. Size and performance as per CMVR	
10	Steering	Hydraulic power steering with height and angle adjustment	
11	Suspension	Pneumatic	
		Front Axle	Air bellows - 2 numbers
		Rear Axle	Air bellows – 2/4 numbers

12	Brakes	Dual circuit full air brakes, with preferably disc type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (any bus delivered after 1st April, 2015 will mandatorily have disc brake in front)
13	Electrical System	24 volt DC
14	Alternator & Self Starter	24V- another alternator of similar capacity for AC. And 24V
15	Angle of approach	Required $\geq 8.5^0$ (can be proportionately reduced with respect to floor height but should not less than 8.0^0)
16	Angle of departure	Required $\geq 9.0^0$ (can be proportionately reduced with respect to floor height but should not less than 8.5^0)
17	Doors	Preferably in-swing in front with option of jack knife and double jack knife in rear door, Electro pneumatically controlled
18	Front/Rear door, stepwell lights, door open sign	Incandescent bulb/LED as per AIS 008
19	Emergency Exits	As per AIS 052 /CMVR
20	Emergency exit doors, warning devices etc	As per AIS 052/CMVR
21	Windows	Sliding type window panes except AC bus
22	Wind screen wiper	Electrically operated with two wiper arms & blades, wiper motor heavy duty steel body with minimum 2-speed operation wiping system as per CMVR/BIS: 7827 part-1, 2, 3 (Sec.1 & 2)/latest. As per AIS 011
23	Mirrors right/left side exterior/interior	Convex as per AIS 001 & 002. Interior with double curvature
24	Maximum Floor Height	900 in case of Non AC & 650 MM in case of AC
25	Gangway	1900 including that in the rear overhang area.
26	Seats	2x2, 2x2 (Low & Higher floor area)
27	Seat area/seat space per passenger (width*depth) mm	400*350
28	Kneeling requirements	60mm entry/exit side severally & collectively
29	Type of floor	Flat except at wheel arches in the low floor area of bus- seats may be located over the wheel arches
30	Electricals system	BIS marked, copper conductors with fire retardant as per IS/ISO: 6722:2006 as per appropriate class. conductor x-sec varying as per circuit requirements, minimum cross-section 0.5 sq mm. quality marking may also be as per equivalent or better European, Japanese, US standards
31	Handholds	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. rest as per AIS 052

32	Stanchions	Vertically fitted, aluminum tubing with color contrasting and slip resistant. 40 mm diameter & 3.15 mm thick. Rest as per AIS 052. As an alternative to stanchions mounted on bus floor, stanchions mounted on top of seat frames (new version seats) be explored
33	Life Cycle Requirements	15 years or 12,00,000 km
34	Fire Extinguisher	As per AIS 052
35	Noise limits	84 dba (to be achieved a maximum noise level of 81 dba from 1st April 2015 onwards)
36	Specifications	a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature
37	Target results	a) 24± 4°C (up to 42°C) b) Temperature gradient of 15° (> 42°C of saloon temperature) e.g. If the saloon temperature is 45°, then the target temperature inside the bus is 45°-15°= 30

New Item applicable to all variants:-

Sl. No.	Description	Specification
1.	Fire Detection & Suppression System	<p>General</p> <ul style="list-style-type: none"> An automatic fire detection & suppression system should be provided for Engine area, Engine compartment should be monitored for Fire condition by Pneumatic Electronic Linear Fire Detector with stainless steel tube with 2mm diameter. <p>Engine Area Protection:</p> <ul style="list-style-type: none"> The Pneumatic Electronic Linear Fire Detector & Automatic Suppression System should primarily consists of following components: <ul style="list-style-type: none"> a) Detector operating on rate of rise with Advanced Built-In-Test Module. b) Stainless Steel Tube Sensor with diameter as 2mm and should be Rodent Free. c) Automatic extinguishing cylinder filled with UL listed Mono-ammonium Phosphate base (90%) dry chemical powder & pressurized with dry nitrogen gas. <p>Detector Specification:</p> <p>IP rating : IP67</p> <p>Enclosure :Aluminium</p>

		<p>Operational temperature range :-40°C to +125°C</p> <p>Shock & Vibration :Should comply to below: BS EN 61373, Table 1,2,3 MIL STD-810:501.4, 516.5.4</p> <p>Sensor Tube : 1Mtr to 100 Mtr in length- Stainless Steel Material- Diameter of 2mm.</p> <p>Operating Voltage : 18 - 32 V DC Standby Current : 20 mA Alarm Current : 40 mA Approval : FM (Factory Mutual)</p> <ul style="list-style-type: none"> Detector should operate with Rate of Rise along with advanced Built- in Test (BIT) module that indicates failure in the event of reduced performance over the entire range of sensor tube. <p>Suppression Specification:</p> <p>Cylinder Capacity : 6 Kg Material Of Construction : Low Carbon MS welded cylinder duly Epoxy Polyester Based Powder Coated.</p> <p>Cylinder Hydro Test Pressure : 35 Bar Cylinder Operating Head : Pneumatically operated. Powder : UL listed ABC 90%.</p>	
--	--	--	--

Bus body specification as per Urban Bus Specification - II (UBS-II) issued in April 2013 will be prevail hence bidder has to follow USB-II in all respect including ITS facilities and emission norms.

Note- the Tenderer shall submit detailed specification of Chassis, aggregates sub-assemblies, and body with make and model of unit.

8. Buses with Intelligent Transport System (I.T.S.)

All Buses should have ITS Enabled as per Urban Buses Specification II.

8.1 Objectives:

1. Harness currently available technologies, with convergence and relevance for the period of the 'Plan' and beyond.
2. Provide a clear and perceptible upgrade over 2008 specifications incorporating the various feed back of the past implementation.
3. Enhance commuter experience and quality/ substance of visual displays
4. Make vehicle more driver friendly
5. Enhance vehicle and customer safety
6. Improve operating efficiency by reducing variable costs such as fuel, brakes and human resource
7. Increased usability, reliability and life with value for money
8. Standardize, with minimum subjectivity, requirements and responsibilities of various stake holders namely OEMs, purchasers/operators, equipment suppliers, certifying agencies like ARAI and CIRT
9. Empower purchasers/operators with adequate information and details for tendering
10. Serve as a guideline for purchaser/operator to design ITS based infrastructure at respective control centres and/or depots for enhancing operating efficiencies
11. Define inputs from the bus for 'bus shelter sign' applications (via control centre)
12. Serve as a guideline for 'agencies' like BIS, ARAI, CIRT and ASRTU

8.2 Electrical system

8.2.1 Electrical wiring & controls – type

8.2.1.1 Usability/Functionality/Capability

- a Control power supply to and monitor status (voltage, current, faults) of all external and internal fixtures like passenger/driver compartment illumination, fans, buzzer, horn and ITS equipments. Power to ITS equipments will be available even when the engine is not running. This will be provided by putting the "Ignition- ON" Switch followed by switch for ITS equipments
- b It should have an inbuilt fault identification, diagnostic and recovery system for the above
- c Receive data from various sensors to assist monitoring vehicle safety/performance features such as
 - i Fuel /oil - level/ pressure
 - ii Braking pedal position
 - iii Accelerator pedal position and kick down
 - iv Brake pad condition and brake pedal temperature (in case of electronically controlled disc brakes)
 - v Door interlock

- vi Kneeling interlock (wherever provided)
- vii Gas leakage detection (wherever provided)
- viii Fire detection/suppression (wherever provided)
- d Diagnostic data from engine and transmission will be provided to VHMD, a minimum list of parameters mentioned is given as per Annex 1 -clause 3,4,5 & 6

8.2.1.2 Architecture-multi 'Node'

- a Each node with its own microprocessor (16 bit minimum)
- b Memory (flash minimum 256kb, RAM minimum 64kb, EEPROM minimum 128kb)
- c Internal communication on CAN 2B
- d Outputs suitable for
 - i Resistive loads, Coil loads, relay loads PWM
 - ii Current measurement, short circuit detection, open load detection and over Current Protection.
 - iii Digital high side
 - iv Digital low side
- e Inputs
 - (1) Analog
 - (2) Digital high/low side
 - (3) for frequency/pulse counting
 - (4) For signal amplification
- f Each node to be IP54 certified and to comply with test standards under Annex 2

8.2.1.3 Primary source of data input to 'SCU' for 'VHMD' via CAN 2B (J1939)

- a As required under clause 8.6 and Annex 1.
- b All 'CAN' parameters will be input to SCU in standard format "standardized message name, PGN, SPN and rate

8.3 ITS enabled bus - On Bus Intelligent Transport System –OBITS

8.3.1 Architecture

- a The architecture defines the overall inter connectivity of the different sub system inside the vehicle, communication within the sub systems and connectivity to the backend solution for the transmission of the real time vehicle information. It shall consist of following sub systems
 - i Passenger information system (PIS)
 - ii Automatic vehicle location system (AVL)
 - iii Security camera network system (SCN)
 - iv Vehicle health monitoring and diagnostics (VHMD)
 - v On-board pole mounted ticketing machines

- b The single control unit 'SCU', together with single bus driver console 'BDC', form the nucleus of the on- bus vehicle intelligent transport system (OBITS)

8.3.2 PIS System

8.3.2.1 Usability/Functionality/Capability

- a All drivers related interfaces (input/output/feedback) for PIS must be provided on SCU & BDC
 - i The route programming file to be uploaded on SCU
 - ii Route selection function is to be provided on BDC
 - iii All driver related route information to be displayed on BDC
- b Amber colored, alphanumeric with graphic capability
- c In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions
- d Viewing distance
 - i Front, side and rear signs 50 meters minimum, for single line text, in day and night.
 - ii Inner 15 meters minimum, for single line text in day and night.
- e Display Characteristics
 - i Fixed, scrolling and flashing mode (with fixed route number, upto 6 characters, on front, side and rear signs).
 - ii Capability to show customized graphics.
 - iii Two lines English /one line local language.
 - iv Total display height should accommodate two lines in English language and the Individual heights of each line should be adjustable to enable one line to be larger/smaller than the second line. However during next stop announcement only single line text is required
 - v It should be possible to display, concurrently, different messages on each of the signs (front, rear, side and inner).
 - vi It should be able to display special signs like signs for 'PWD enable bus', 'ladies special'.
- f Signs (individually/ as a system) should have ability to retain the last message displayed even in the event of power failure and without the message being reloaded from SCU. Test will be performed by disconnecting the SCU from the sign and power to the sign will be switched 'off' and 'on' to see if the Last message is retained and displayed.
Data should be made available to System Integrator (SI) in format that is common from SCU for all suppliers. The SI's shall retrieve relevant information from SCU only. Meeting end use functional requirement shall be liability of the manufacturer/supplier.
- g Display and voice announcement in English and local languages using Microsoft fonts (or any other as specified in tender) via window based software package (window 7 or latest at the time of inviting the tenders).
- h The system should have a programming capability as under
 - i Minimum 75 routes UP and DOWN (150 numbers of destinations) on front, side and rear signs.

- ii GPS triggered next stop display on Inner sign with synchronized voice announcement for minimum 75 stops on each route.
- iii The inner sign should be able to display and announce upto three languages, one after the other in sequence. For example make display and announcement in English, then Hindi to be followed by local language for benefit of the passengers. Display and announcements should be possible "before arrival" of the bus at the bus stop, "on arrival" of the bus at bus stop and "after departure" of the bus from the bus stop.
- iv In event of GPS failure the above functionality should be possible through manual intervention on BDC.
- v Display driver and conductor ID once in between the stops on Inner sign
- vi Inner sign should be able to display text and customized graphics and announce upto pre-recorded messages by driver selecting 1~9 on BDC display panel of the controller.
- vii Display customized graphics plus synchronized voice announcement – location based
- viii Functionality of Display 'clock'-GPS based or 'Default Messages' on Inner sign
- ix Emergency 'stop' request function- by pressing an emergency switch placed anywhere in the bus the inner sign should display 'stop' message and buzzer located near the driver makes the sound alerting the driver to stop the bus.
- i Two way communication with central control centre(CCC) via SCU
 - It should be possible to change/choose/select a 'route' remotely over the air from back office and provide current route information to back office
 - It should be possible to transmit adhoc messages (English) from back office to internal sign.
 - Back office should be able to check, via SCU, the version of firmware loaded on the signs.
- j Sign (Individually/ as a system) should be able to store 'diagnostic trouble codes' (DTC)', 'parameters identifiers (PID) as per Annex 3 of UBS-II and data should be retrievable through SCU.
 The relevant codes/ data are made available to System Integrator (SI) in format that is common from SCU for all suppliers. The SI's shall retrieve relevant information from SCU only. Meeting end use functional requirement shall be liability of the manufacturer/supplier.
- k To comply with test standards under Annex 2

8.3.2.2 Dimensions and technical specifications of destination signs

a Display size

- i Front minimum 200x1800 mm –one
- ii Rear and side: minimum 200x900 mm-one each
- iii Inner : minimum 100x800 mm –one
- iv For Articulated buses 1 front, 2 inner, 2 side sign and one rear will be employed.
- v For mini and midi buses one sign in front of size minimum 200X900 mm and one inner

sign minimum 100x800 mm

b Pitch

i Front- maximum. H 13.4 mm x V 14.1 mm (maximum H 10.5 mm x V 14.1 mm for mini/midi buses)

ii Side and rear maximum. H 10.5 mm x V 14.1 mm

iii Inner 8 x 8 mm maximum.

c LED and display quality front, side and rear signs

i Amber colored LED, dominant wave length 591~595nm (color matched and bin graded).

ii UV resistant, diffused lens 4 mm (minimum) or 'SMT PLCC2 standard package'

iii Wide viewing angle 120° horizontal & 60° Vertical

iv Ensure enhanced readability with full clarity on scrolls and long life usage by incorporating non multiplexed system (constant current drive circuit) with typical LED Intensity 400~700 mCd at $I_f = 20$ mA, alternatively multiplexed design (maximum 4:1) with typical LED intensity 950~1150 mCd at 20 mA

d LED and display quality inner sign

i LED amber dot matrix viewing angle 45° all around, intensity minimum 40 mCd, dominant wave length 590 ~595 nm

e Structure

i Front, side and rear signs : light weight structure with toughened glass fixed with UV resistant adhesive in front

ii Inner sign: light weight structure with poly glass /acrylic/toughened glass.

iii Electronic devices used to be 'automotive grade' rated for temperature -25°C to +85°C (so as to meet tests specified in Annx 2) with conformal coated PCB boards

iv Power to signs shall be supplied through bus multiplex wiring system

8.4 Automatic vehicle location (AVL) system

8.4.1 SCU will transmit raw GPS data, of vehicle locations, in NMEA protocol, to back office control centre at user configurable frequency (5 seconds or less), via 3G(GSM)/GPRS, for further processing and use, including that for signs on bus stops, BRTS and bus terminals.

8.5 Security Camera Network (SCN) System

8.5.1 Usability/Functionality/Capability

a The Network surveillance system shall consist of High resolution cameras, two numbers to monitor bus interiors (doors, driver zone, ticketing zone etc.) and one reversing surveillance camera. For midi/mini buses 1 ambient and 1 reversing and for articulated buses 3 ambient and 1 reversing camera to be employed.

ii Capability of 48 hour recording of images in 'CIF' mode (no sound) for total of four cameras. The recording will be overwritten if not downloaded after the memory is fully utilized.

- iii Capability to transfer the recordings to control centre/depot through SCU via high speed WLAN network (with back haul), in compressed format
- iv Capability to transfer the recordings using SD-card (if provided-refer 8.5.2a below), tagged to vehicle ID, which is physically removed and transferred to a card reader attached to the depot server. SD card will be provided in a lockable compartment.
- v Capability to transfer recording using USB

b Recording functionalities

- i Continuous or schedule based recording
- ii Event based recording triggered by SCU (VHMD).
- iii Event based recording triggered by sensors connected to the 'recorder' (if provided separately)
- iv Disconnected camera detection
- v Auto shut down delay after ignition switch off
- vi Auto reset after power break
- vii Built in clock
- viii Emergency operation: when activated by a foot operated micro pedal switch, the recording will take place at a preselected resolution and FPS.
- c SCU should be able to display on BDC one or more cameras at the same time upto maximum 4.
- d BDC to display only reversing camera picture when reverse gear is engaged.

8.5.2 Architecture

- a 'Recording functionality' could be provided in a 'separate box (recorder)' or alternatively could be in-built into SCU in which case hard disc will be used instead of SD card for storage. The choice will be of the equipment supplier
- b Power supply to 'recorder' will be provided through the bus multiplexing system.
- c Power supply (12V regulated) to camera will be provided from
 - i 'Recorder'.
 - ii Through the bus multiplexing system when 'recording functionality' is provided in SCU

8.5.3 Specifications

- a 'Camera' specifications
 - i Fixed lens 3.6 mm
 - ii Picture resolution upto 752 H x 582 V (PAL),
 - iii Resolution = 420 TV lines minimum,
 - iv Picture sensor = 1/3" CCD or better,
 - v IR distance 10 meters minimum ,
 - vi Automatic backlight compensation
 - vii Ingress protection rating IP66 minimum

b 'Recorder' specifications

i 4 Channel minimum

ii Recording resolution PAL

(1) CIF (352X288) upto 25 fps maximum each of 4 channel

(2) D1 (704X576) upto 25 fps maximum -one channels only

(3) DI (704X576) upto 12 fps maximum each of 4 channels,

iii Stream standards: ISO 1449, video compression standard H.264.

iv 48 hour (for total 4 channels) recording of images and voice in CIF mode.

8.5.4 Alternate system

IP (internet protocol) digital camera using 'network recording' is also permitted with equal or better specifications.

More Specifically Vehicle Health Monitoring and Diagnostics (VHMD) should be installed in the buses as per UBS-II, which should be having General Configuration and will match with Control Unit to be set up at Control Room.

8.6 Vehicle health monitoring and diagnostics (VHMD)

8.6.1 'SCU' will receive vehicle health diagnostic data from multiplexing nodes and PIS signs

- a. The data from multiplexing nodes, on a single CAN 2B(JI939) bus will include parameters from
 - i. Vehicle electrical system powered through multiplexing nodes
 - ii. Vehicle safety and performance features
 - iii. Engine and transmission

The list of such parameters is as per Annex 1. All 'CAN' parameters will be receivable in standard format "standardized message name, PGN, SPN and rate.

- b. The data from PIS signs will include parameters specified in Annex 2

8.6.2 'SCU' should be able to create log files and communicate to control centre at end of the day via WLAN the data related to parameters in Annex 1. The log files will be overwritten if not down loaded.

8.6.3 SCU should be able to communicate to control centre, in case any of the parameters listed in Annex 1, exceed a predefined value at any time .Such warning will also pop up real time on BDC screen. The number of such prompts will be five (maximum) at any time.

8.6.4 SCU should be able to display following parameters on BDC for viewing by driver/workshop technician.

- a. Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed.
- b. Transmission output shaft speed, transmission input shaft speed, transmission current gear, transmission oil filter restriction switch, transmission oil life remaining, transmission service indicator, transmission sump oil temperature,

transmission oil level high / low, hydraulic retarder oil temperature

- c. 'Nodes' output status-parameters to be pre agreed at the time of tender.
- d. Vehicle performance/safety features such as brake condition ,door Interlock ,Kneeling interlock (wherever specified), gas leakage detection (wherever specified), fire detection and suppression (wherever specified).The responsibility of providing requisite sensors for such parameters rests with the OEM.
- e. Any other engine, transmission diagnostic data –parameters to be pre agreed at the time of tender.

8.6.5 SCU should be able to communicate to control centre, in real time, a pre selected 5 parameters (out of those mentioned above in 8.6.4).

8.7 On board hand held ticketing machine with smart card

8.7.1 Specifications

a As per MOUD letter k/14011/28/2009-metro (PT) dated 9th may 2012.

b No compatibility required with SCU and OBITS

8.8 On board pole mounted smart card ticketing terminals

8.8.1 Specifications

a Two numbers, one each at two gates system. Specifications as per as per MOUD letter k/14011/28/2009 - metro (PT) dated 9th may 2012.

8.8.2 Architecture

a SCU should be able to provide route, GPS information in XML format over TCP socket to ticketing machine.

b Ticketing machine should be able to connect through Ethernet port to enable it send information via the gateway on SCU. All such transmission between ticketing machine and depot/CCC has to be 'secured' at the origin. Purchaser/operator shall make necessary arrangement for identifying ticketing equipment and the protocol to be interfaced.

8.9 SCU and BDC architecture

8.9.1 Usability/Functionality/Capability

a Integrate and interface all features of

i Passenger information system (PIS)

ii Automatic vehicle location system (AVL)

iii Security camera network system (SCN)

iv Vehicle health monitoring and diagnostics (VHMD)

v On-board pole mounted ticketing machines

b Provide the driver/user interface/display on BDC as specified elsewhere in this document

c Display camera images on BDC as specified elsewhere in this document

d Control PIS functionality as specified elsewhere in the document

e Provide two-way voice and data link with control centre to communicate data and information as specified elsewhere in this document. The link will be based on open public communications network services 3G (GSM) with downward compatibility with 2G

f Provide wireless LAN (WiFi) interface for wireless communications between the vehicle and depot network as specified elsewhere in this document .This interface will not be available to passengers.

g Provide capability to upload firmware/ software and configuration of parameters on ‘SCU’ via the wireless LAN

h Provide audio interface to the driver’s microphone and earpiece or speaker using wired link to SCU (Telephone dial up is not envisaged)

i BDC ,on a selectable ‘menu’ will have ‘panic’ options’ for communicating pre configured messages to control centre

j Capability to store 'diagnostic trouble coded' (DTC)' , 'parameters identifiers (PID) as per Annex 3

k To comply with test standards under Annex 2

8.9.2 Technical specifications: SCU

a Processor : 32/ 64 bit

b Operating system: embedded Windows/Linux with programming software(Windows 7 or latest at the time of calling the tenders)

c Memory : flash: 2 GB minimum, RAM 512 MB minimum (RAM memory includes SCU and BDC)

d Interface : CAN 2.0, RS 485,RS 232, fast Ethernet, USB, digital outputs, digital/Analog inputs, WLAN, audio input output,, amplified audio output

e Interface protocols :as specified elsewhere in this document

f In built GPS and 3G(GSM) modules

g WLAN

h Combi antenna using RG174 cable. The connectors on Combi antenna will be preferably SMA(M) ST plug type for GPS and FME(F) jack type 1/4"-36UNS-2B for 3G

i In built /external two channel amplifier minimum 10 Watts rms each suitable for 4 ~8 Ohm impedance with input for external microphone

j In-built MP3 files storage/playback function.

k Power to SCU & BDC will be supplied through bus multiplexing wiring system

8.9.3 Technical Specifications: BDC

a Display

i Size 5.7” diagonal minimum

ii Full color graphic TFT-640 x 480 dots minimum, capable of showing minimum 20 lines in English.

iii Viewing angle (horizontal) 60°/75° (right/left)/ (vertical) 60°/75° (up and down)

iv Adjustable back lighting

b Key board :4 keys minimum

8.9.4 Technical specifications: GPS modules

a Rating:22 tracking/66 acquisition minimum

b Tracking sensitivity :-165 dBm typ

c Navigation sensitivity ; -148 dBm typ

d Update rate 1 Hz (configurable to 10 Hz)

e Time to first fix cold acquisition 35 seconds typ

f Hot acquisition 1 second typ.

g Navigation accuracy 3M horizontal

8.9.5 Technical specifications: 3G(GSM) modules

a GSM/GPRS SMT quad band and UMTS (3G)

b Temperature range -40°C to +85°C

8.9.6 Technical specifications: ‘Combi’ Antenna

a AMPS 850MHz, GSM900MHz, ISM868MHz, DCS1800MHz, PCS1900MHz, 3G UMTS 2.1GHz, Wifi /Blue Tooth (2.4 GHz),GPS (1575.42MHz). Separate WLAN antenna may be provided if necessary.

b GPRS

i Impedance 50 Ohm

ii Radiation pattern Omni-directional

iii Polarization linear (vertical)

c GPS

i Impedance 50 Ohms

ii VSWR <1.5:1

iii Polarization RHCP

d Waterproof IP-66

e Temperature range -40°C to +85°C

f RG174 cable

8.9.7 Fitment on bus

a All ‘OBITS’ equipment including wiring harness, antennas to be original factory fitment.

b Front, side, rear signs should be mounted with a gap with the glass so that the glass on signs and of the bus can be cleaned by swiping

c All equipment should be fitted in a way to minimize unintentional damage, shielded from direct engine heat, protected from water splash and dust.

d All cables need to be properly anchored

e Others:

i Front sign: central

ii Rear sign: central

iii Side sign: first window ahead of rear door (central line of sign should coincide with central line of window)

iv Inner sign: centralize along the width of bus behind the driver's partition

v Speakers with protective grill : one each near the doors and others equally distributed across the length of the bus- Total no. 4

vi SCU (if a separate unit from BDC) recorder, amplifier : secured and ventilated compartment right above the driver

- vii** BDC/ Single Integrated Control Unit: ergonomically placed for driver ease
- viii** Camera: as specified else where
- ix** Ticketing machines - pole Mounted: as specified elsewhere
- x** Combi antenna: suitable place to define inside the bus (preferably) with direct line of view for 'affixing' the unit.

8.9.8 Communication amongst sub systems

- a** 'Signs' to 'SCU' RS 485
- b** 'Multiplexing nodes' to 'SCU' CAN 2B (J1939)
- c** 'Camera' to 'Recorder' AVI or Ethernet (for 'IP' camera option)
- d** 'SCU to 'BDC' Ethernet/DVI/VGA/HDMI/RS232/RS485 as required.
- e** Add -on 'Ethernet switch' and CAN ports are permitted

8.9.9 Communication between SCU and depot/central control centre (CCC)

a AVL to CCC:

Raw GPS data in NMEA 0183 protocol (GPVTG, GPGGA, GPRMC, GPGSV and GPGSA) and route number via open public communications network services 3G and download compatibility

b VHMD real time warning to CCC

Open public communications network services 3G and download compatibility

c VHMD end of the day to depot

IEEE 802.11 Wireless LAN (WiFi) via 'Back haul' at depot

d SCN 48 hour recording to depot

IEEE 802.11 Wireless LAN (WiFi) via 'Back haul' at depot plus SD card physical transfer/USB physical transfer

e Firmware download from Depot

IEEE 802.11 Wireless LAN (WiFi) via 'Back haul' at depot

f PIS Two way communication to depot need based, API to be pre-agreed

g Any protocol provided by ITS supplier will be under a 'NDA' amongst the parties

8.9.10 Additional requirements of Purchaser/Operator

a If required, Purchaser/Operator can specify as a part of their tender requirements, unambiguously, any additional requirement in relation to 'interface' with their ITS Infrastructure.

8.9.11 'TA' and 'COP' approvals

a The notified agencies, as under rule number 126 of CMVR, will be responsible for approvals and certification of 'OBITS' system as defined above.

b Above approvals ,when accorded to sub system suppliers such as PIS ,SCU and BDC, etc will be valid across the board for various purchaser/operator, OEMs and tenders

8.9.12 Warranties

a The standard warranty will be identical to the warranty of bus (up to 3 years maximum) however purchaser/operator may ask OEMs for extended warranty /annual maintenance contract after expiry of standard warranty periods.

8.9.13 ITS Infrastructure at Purchaser/Operator

a Purchasers/Operator(s) are obligated to install the necessary ITS infrastructure and human resource to 'take over' the OBITS system from OEMs and have their own cell for day to day operations and needs. Typical examples being: PIS route programming including voice recordings ,maintaining up-to-date LAT LONG database, 'Back Haul' operations.

b OEMs are obligated to provide training to such purchaser/operator(s) staff before delivery of buses.

c Driver Score Card/Driver rating: Purchasers/Operator(s) are obligated to make use of the information from OBITS to incorporate a practice of 'Driver Score Card'. A few suggested parameters are

I. Door Open while driving

II. Harsh Acceleration

III. Excessive Idling

IV. Harsh Braking

V. Over revving

VI. Over speeding

VII. Excessive Trip Mileage (Fuel Mileage)

VIII. Non Adherence to 'Trip Schedule' e.g. 'Late Start', 'Off Route' and 'Duty Cycle'

IX. Driving with Faults: Warning Pop ups reported and initiative to get corrected

X. Panic Button usage

XI. Cameras switched off

XII. Internal Sign Switched off

Data from the above will be based on

- VHMD Log files and SCN data downloaded at end of the day including Driver ID
- Live AVL location transmitted from Bus.

Annexure 1: VHMD parameter list

All data will be provided by bus multiplexing node

1. Vehicle electrical system

All external and internal fixtures like passenger/driver compartment illumination and ITS equipment.

2. Vehicle safety and performance features

- Fuel /Oil level/ Pressure
- Braking pedal position
- Accelerator pedal position and kick down
- Brake pad condition and brake pedal temperature (in case of electronically controlled disc brakes)
- Door interlock
- Kneeling interlock (wherever provided)
- Gas leakage detection (wherever provided)
- Fire detection/suppression (wherever provided)

3. Engine

- Engine CAN status
- Engine oil pressure,
- Engine coolant temperature,
- Engine speed in RPM,
- Vehicle speed (torque),
- Diagnostic message (engine specific)

4. Transmission

- Transmission CAN status
- Transmission output shaft speed
- Transmission input shaft speed
- Transmission current gear
- Transmission oil filter restriction switch
- Transmission oil life remaining
- Transmission service indicator
- Transmission sump oil temperature
- Transmission oil level high / low
- Hydraulic retarder oil temperature
- Accelerator pedal
- Diagnostic message (transmission specific)

5. Diesel bus electronics data

- Drivers demand of engine torque percentage
- Actual engine torque percentage
- Engine and retarder torque
- Engine speed
- Source address controlling device
- Engine starter mode
- Engine demand torque percentage
- Accelerator pedal 2 low Idle switch
- Road speed limit status
- Accelerator pedal kick down switch
- Accelerator pedal low Idle Switch
- Accelerator pedal position
- Percent load at current speed
- Remote accelerator pedal position
- Accelerator pedal position 2
- Vehicle acceleration rate limit status
- Engine temperature
- Engine coolant temperature
- Fuel temperature
- Engine oil temperature
- Turbo oil temperature
- Engine intercooler temperature
- Engine intercooler thermostat opening
- Engine fluid level pressure
- Fuel delivery pressure
- Extended crankcase blow by pressure
- Engine oil level
- Engine oil pressure
- Crankcase pressure
- Coolant pressure
- Coolant level

Annexure 2: Diagnostic trouble codes (DTC) and Parameter Identifiers (PID) list
Appendix 1 – DTC code list of PIS signs

DTC code				Description
1	2	0	0	Over voltage
1	2	0	1	Low voltage
1	2	0	3	Over heat

Appendix 1.1 – PID code list of PIS signs

Example of PIDs code numbers for a LED sign. PIN code is ASCII characters.

PID code	Description
100	Hardware revision
101	Serial number
102	Boot loader SW revision
103	Application SW revision
104	Font library revision
105	CPU part number
106	CPU qualification
107	CPU temperature range
108	Compilation of FW date and time
109	Flash update status
110	Test date and time
114	Article number sign level
115	Production date (production date)
116	End customer
117	Order number
118	Bus/vehicle type
119	Bus builder number (bus build)
208	Language
401	Board temp sensor
402	Internal CPU temp
600	Minimum temp CPU
601	Maximum temp CPU
602	Maximum temp board
603	Minimum temp board
604	Maximum input power voltage
605	Minimum input power voltage
606	Operating hours
607	Number of resets

Appendix 1.2 – DTC code list of controller

DTC code				Comments
0	0	1	2	Watch dog reset
0	0	1	3	Low voltage reset
0	0	2	0	Lost communication, GPS satellite (GPS receiver is not available to the system.)
0	0	2	1	Invalid data, GPS signal invalid
0	0	2	2	GPS antenna error
0	0	2	5	USB, invalid USB mass storage device
0	0	2	6	USB, unknown USB device connected
0	0	2	7	USB, USB invalid file system
0	0	0	7	USB, over current
0	2	0	0	Over voltage
0	2	0	1	Low voltage
0	2	0	3	Over heat

Appendix 1.3 – PID code list controller

Example of PIDs code numbers for control unit. PIN code is ASCII characters.

PID code	Description
100	Hardware revision
i101	Serial number
102	Boot loader SW revision
103	Application SW revision
104	Font library revision
105	CPU part number
106	CPU qualification
107	CPU temperature range
108	Compilation of FW date and time
110	Test date and time

PART H: ANNEXURE

Annexure 1: Cover Letter

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)

RFP No.

Date: (Last Date of Submission)

The Secretary,

Office of KORBA UPTS, District Trade & Industry Centre

Collectorate Premises,

Korba (C.G.) - 495677

1. Having examined the 'Instructions to Bidder' 'General Conditions of Contract', 'Technical Specifications' and Annexure for the above Bid, we the undersigned, offer to design, manufacture, supply, test and commission and Guarantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid of the bid submitted separately, or such other sum as may be ascertained in accordance with the conditions.
2. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Proformas / Annexure given in the RFP Document.
3. We undertake, if our Bid is accepted, we shall commence manufacturing of Buses as per delivery schedule offered by us to complete manufacturing, Supply and Commissioning of Buses and to guarantee satisfactory working of the buses/ fulfill our obligations under the Warranty for the period as per RFP Document.
4. If our Bid is accepted we shall furnish a Bank Guarantee for Performance as Security for due performance of the Contract. The amount and form of such guarantee shall be in accordance with 'General Conditions of Contract'.
5. We have independently considered the amount shown in 'General Conditions of Contract' as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to Bid by this Bid for a minimum period of 120 days from the date of Last date of Submission of Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
8. This Bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
9. We understand that you are not bound to accept the lowest or any offer you may receive

against this Bid.

10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Dated: dd/mm/yyyy

Signature & Name: _____

In the capacity of _____ duly authorized to sign Tenders for and on behalf of

Address _____

Witness:

Signature: _____

Name: _____

Address: _____

Annexure 2: General Information of the Bidder

SI NO.	Details	To be filled in by the Bidder	Documents to be submitted by the Bidder.
1	Name of the Firm & Registered office Address		
2	Address:		
(a)	Factory with Telephone & FAX No.		Registration Certificate of Factory and License for manufacturing Buses
(b)	Office with Telephone & FAX No.		
3	Status of the Firm		
(a)	Proprietary/ Partnership/Company/Corporation.		Proprietorship Certificate , Partnership Deed/ Company incorporation Certificate along with Memorandum of Association and Articles of Association
4	Name of the person authorized to sign Tender Document:		
5	Bus Design & Evaluation Facilities:		
I	In house Facilities (Yes Or No)		
Ii	If no, then Name & Address of the Firm to Carry out the work Out-Sourced		
Iii	Confirmation of being an authorized agency under CMVR		Certificate of authorization
6	Details of Inspection Equipment for Quality Assurance available In- house (The details of Inspecting Equipment for Receipt. Stage, In-process Stage of		
7	Details of Inspection Equipment for Quality Assurance of Out sourced work. (The details in Inspecting Equipment for Receipt Stage, In process Stage of Inspection and Final Inspection)		
8	Details of available Equipment required for Safety Standards as per MORT & H Notification No. GSR- 853 (E) dated 19.11.2001 (or latest or others till date)		
9	Design Collaboration- Address & other details – Proof of Collaboration		
10	Manufacturing Collaboration – Address & other details- Proof of Collaboration		
11	Quality Certificate (from reputed/ recognized Firm)- Certificate No.-Date of Validity		Copies of Certificates
12	Details of Safety Critical Items with their Type Approval Certificate No. and		Copies of Certificates

	Date(whenever applicable)		
13	Details of		
(I)	Quality Management System Certification (e.g. ISO: 9001-2000)		Copies of Certificates
(ii)	Quality System Certification (e.g. ISO : 16949-1999)		Copies of Certificates
(iii)	Environment Management Certification (ISO : 14001-1996)		Copies of Certificates
(iv)	Others, If any		Copies of Certificates.

Name -----Address-----

--

Mobile No. -----

Signature with Date & Name of Authority Person signing (NAME OF THE FIRM & SEAL)

List of Documents/ Items required along with Annexure 2

(Documents shall be enclosed duly signed attested by the authorized person of the Bidder)

1. Registration Certificates of the Factory.
2. License for Manufacturing Buses.
3. Proprietorship Certificate/ Partnership Deed/ Company incorporation Certificate along with Memorandum of Association and Article of Association
4. Complete list of Instruments/ Equipment required for Inspection at Receipt Stage, In-process Stage and Final Stage.
5. Copies of Type Approval of Complete Bus, Aggregates/ Safety Critical Items as applicable.
6. Copies of Documents in respect to Design Collaboration.
7. Copies of Documents in respect to the Manufacturing Collaboration.
8. Copies of Quality Management System Certificates
9. Copies of Quality System Certificates.
10. Copies of Environment Management System Certificates
11. Submission of item wise / parameter wise details of offered Bus Design Vs UBS II in same format
12. Copies of the production capacities of buses –installed and production levels achieved during last three years –year wise.
13. Submission of the General schematic Drawings, Bus Layout, Front, Rear and Both Side Views of the offered design of the Bus.
14. Pre Contract Integrity Pact by GoCG
15. Proof of Empanelment for Empanelled Bidders of MoUD.
16. Other relevant certificates and documents specified in RFP

Note: Copies of Certificates cited above be enclosed.

Annexure 3: Format of Bank Guarantee for Earnest Money Deposit

(To be issued by a Scheduled Bank's Branch in _____)

(On a Non-Judicial Stamp Paper of appropriate value)

To,
The Secretary,
Office of KORBA UPTS, District Trade & Industry Centre
Collectorate Premises,
Korba (C.G.) - 495677

WHEREAS:

A. [_____] Please insert the *Name of the Bidder*, a company incorporated under the Companies Act, 1956/2013 having its registered office at [*Please insert the address of the registered office of the Successful Bidder*] ("**Bidder**"), has submitted a Bid for Design, Manufacture, Supply, and Commissioning of Diesel fuelled 48 nos fully built semi low Floor Urban Buses Specification II (UBS II) No. ____ hereinafter called "**the Project**" to The Secretary, Korba Urban public Transport Society ("**Authority**")

B. The RFP requires the Bidder to furnish a Bank Security for Earnest Money Deposit/ Proposal Security at the time of submission of the Bid to the Authority in a sum of Rs. _____ (Rupees _____ only) [*Please insert the amount*] (the "**Bid Security Amount**") as security for due and faithful performance of its obligations, under and in accordance with the RFP.

We, through our Branch at (The "**Bank**") have agreed to furnish this Bank Security by way of Bid Security

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 Bidder obligations under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Authority such sum or sums upto an aggregate sum of the Bid Security Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- (2) A letter from Authority that the Bidder has committed default in the due and faithful performance of all or any of its obligations shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the

sole judge as to whether the Bidder is in default in due and faithful performance of its obligations under the Agreement and its decision that the Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between Authority and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Bidder for any reason whatsoever.

- (3) In order to give effect to this Security the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder 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 Security.
- (4) It shall not be necessary, and the Bank hereby waives any necessity, for Authority to proceed against the Bidder before presenting to the Bank its demand under this Security.
- (5) The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Security, to vary at any time, the terms and conditions of the RFP or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Bidder contained in the RFP to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the RFP and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Bidder or any other forbearance, indulgence, act or omission on the part of the Authority 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 Security and the Bank hereby waives all of its rights under any such law.
- (6) This Security is in addition to and not in substitution of any other Security or security now or which may hereafter be held by the Authority in respect of or relating to the RFP; or for the fulfillment, compliance and/or performance of all or any of the obligations of the Bidder under the RFP.
- (7) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Security is restricted to the Security Amount and this Security will remain in force till _____
- (8) Upon request made by the Bidder for release of Bid Security along with the particulars required hereunder, in accordance with the terms of the RFP, the Authority shall release the Bid Security forthwith provided the Bidder is not in breach of the RFP.

- (9) The Bank undertakes not to revoke this Bid Security during its currency, except with the previous express consent of Authority in writing, and declares and warrants that it has the power to issue this Security and the undersigned has full powers to do so on behalf of the Bank.
- (10) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, 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 officer of the Authority that the envelope was so posted shall be conclusive.
- (11) This Security shall come into force with immediate effect and shall remain in force and effect till the expiry of twenty four months from the date of execution of the Agreement and shall be extended from time to time for such period as may be desired by NTPC in accordance with the terms and conditions of the Agreement.

Signed and sealed this day of 201__..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of

The BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The Bank Security should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) 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.

Annexure 4: Format for Performance Statement

- I) Details may be given for all types of Bus Chassis/ Complete Buses supplied by Bidder in past three years.
- ii) Details are to be furnished for the supplies made by the Bidder or its principal in three years (ending on dd/mm/yyyy (Authority to specify)) prior to the year in which the date of Opening of Bid falls.

S.NO.	Contract place by (full name & Address of Authority)	Contract No. & Date	Description and quantity of Buses Ordered	Value of Contract	Date of Completion of Delivery (as per Contract)	Documentary evidences (Purchase Order/Letter of Award/ Bus Purchase Agreement/ work Completion)
1	2	3	4	5	6	7

*: Copy of the documentary evidences, signed by the Authorized Signatory shall be attached.

SIGNATURE AND SEAL OF THE BIDDER

Annexure 5: Format for Financial Statement

{ On Statutory Auditor's letterhead }

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. The annual turnover of the Company/firm for the last three years from _____ is as follows;

Year	Annual Turnover (Rs. Crore)	Net Profit (Rs. Crore)
WW-XX		
XX-YY		
YY-ZZ		
Average of above (Applicable for Annual Turnover only)		

- The above turnover includes income only from transportation service business. Other incomes such as interest, dividend and trade income are excluded from the above mentioned turnover.
- The Net worth* of the bidder (name of the Bidder) as on 31st March, ZZZZ is Rs. _____ (* for the purpose of Net worth Calculation it is defined: Net worth*: = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)

(Signed and Sealed by the statutory auditor)

ENCL

- (1) Copy of Audited annual reports for the Last three years (As Specified by Authority)

Annexure 6: Format of power of attorney

(Applicable only in case where the signatory to the Bid is not authorized directly by the Bidder firm through Board Resolution or Partners' resolution and is signing on behalf of the Authorized Signatory. The Power of Attorney is not required for a firm being Proprietary Concern) {On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, ...[name of the Company/partnership firm], a company incorporated under the Companies Act 1956,/ Firm having partnership deed as per partnership act and having its Registered Office/ office at[Address of the Company/partnership firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the RFP for Purchase of Buses {Title of the RFP}, ("Project"), the Company/ firm is submitting Bid Comprising Technical and Price Bids for the project in _____ to {Name of the Purchase}, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____[name of the company/firm] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say :

To act as the Company's/firm's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender/bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of {name of the company/ firm} was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors/Partners held on-----
----- Day of , 20..... in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]

[name & designation of the person]

[name & designation of the person]

Annexure 7: Anti-Blacklisting Certificate

{Notarization is required}

Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted

Anti-Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____- (Last date of submission of Bid).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 20__

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 8: Undertaking for the availability of spare parts and after sale service

{On Bidders Letterhead}

Date: (Last Date of Submission)

To,

The Secretary,

Office of KORBA UPTS, District Trade & Industry Centre

Collectorate Premises,

Korba (C.G.) - 495677

Subject: Undertaking for the availability of Spare Parts and After Sale Service throughout the Supply and Commissioning of Buses and Warrantee Period in India as provided in the RFP document.

Hereby we confirm that, with pursuant to the RFP document, we shall, for all the time as and when required, endeavour to provide Spare Parts and other Aggregates of the Buses and After Sale Service at the destination specified by (Name of Authority).

Name of the Bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

Annexure 9: Format for Statement of Deviation (COMMERCIAL TERMS)

(No Deviation shall be submitted and accepted as a part of proposal)

Hereby we undertake that our offer for supply of buses is unconditional and we have no deviations//modifications in terms of Terms and Conditions provided in the RFP summary, Instruction to Proposer and General Conditions of Contract provided in the RFP.

.

Signature and Seal of the Bidder

Annexure 10: Statement of No Deviations from Technical specification Stipulated in the RFP and UBS-II issued by UBS-II of MOUD, GOI

(No Deviation shall be submitted and accepted as a part of proposal)

Hereby we undertake that our offer for supply of buses is unconditional and we have no deviations//modifications in terms of Technical Bus Specifications provided in the RFP and UBS-II issued in the month of April 2013 by Ministry of Urban Development, Government of India.

.

Signature and Seal of the Bidder

Annexure 11: Statement of Deviation in Delivery Schedule

The Bidder shall have to submit the deviation in the delivery schedule, if any in the following manner in accordance with the Clause 9 of GCC

Sr. No.	Month	Stage of Delivery of buses to be completed	
		For Buses with Standard 12 mtr and above length	For Standard Midi and Mini buses
1	Within 3 Months from the date of signing of agreement	Delivery of Prototype	
2	4 th Month from the date of signing of agreement	30 % of the total order size	
3	5 th Month from the date of signing of agreement	60 % of the total order size	
4	6 th Month from the date of signing of agreement	100 % of the total order size	

Signature and Seal of the Bidder

NB: The Bidder has to comply with all the requirements as stipulated in the RFP keeping in view the changes/amendments made. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**No Deviations.**”

Annexure 12: Statement Life of Some of the Bus Aggregates (Part-I)

Sr. No.	Item	Aggregate life in km before reconditioning	Life in km for each reconditioning	Ex Factory price in Rs. Per unit	Cost of reconditioning in Rs. Per it per reconditioning	No. of Reconditions available
1	Engine					
2	Oil Filter					
3	Air Filter					
4	Transmission					
5	Any other details					
6	Front axle					
7	Rear axle					
8	Steering					
9	Air suspension					
10	Battery					
11	Alternator					
12	Self-starter					
13	Pneumatic door cylinder					
14	Catalytic converter, if fitted					
15	Following items (For CNG fuelled buses only)					
I	CNG receptacle					
ii	Oil & water separator					
iii	First stage regulator					
iv	Second stage regulator					
V	Ignition oil					
Vi	Distributor					
Vii	Carburetor					
Viii	DC/DC converter					
Ix	Commander					
X	Trigger box					
Xi	Relay					
Xii	Speed governor					
Xiii	Oxygen sensor					
Xiv	Control box (Ai/Fuel)					
Xv	Governor speed (gas valve & over speed)					
16	Others					

The guaranteed life of the Bus: -----Years-----Kms.

Annexure 13: Format of Price Bid (Only Online)**PRICE Bid FOR Supply of 48 Fully Built Semi Low Floor Buses under JnNURM**

The Secretary,

Office of KORBA UPTS, District Trade & Industry Centre

Collectorate Premises,

Korba (C.G.) - 495677

Reference: Bid No. Authority/----/----/----/---- Date of Opening: dd/mm/yyyy

We, M/s (Name of the Bidder/ Firm) hereby certify that we shall supply 48 fully built ITS enabled Buses which meet UBS-II specification and fitted with modern equipment and manufactured from our premises in India.

The production methods, quality control and testing of all materials and parts manufactured or used by us are/ shall be open to inspection by the representative of the Authority. We hereby offer to supply the following items at the price indicated below:-

A. PRICES FOR BUSES (IN INDIAN RUPEES-INR):

Item No.	Description & Model No.	Quantity and Unit separately for each type / model of bus	Each Bus Price at----- (Authority's place-----) (to be specified by Authority)	Total Destination Price at----- (Authority's Place-----) (to be specified by Authority)
1	2	3	4	5=3x4
1	(Authority to specify)	(Authority to specify)-----		
2	Do	Do		
3	Do	Do		
4	Do	Do		

Break up of Price in 'Column-4' of Format 'A' (Indian Rupees-INR)

Description & Model no. of	Basic Price	Packing Charge, if any	Excise Duty	Other levies	Sales Tax	Forwarding Charges	Insurance Charges	Freight to Destination	Any other Charges	Destination price (Authority's Place-----)(to be specified by Authority) Price Per Unit
0	1	2	3	4	5	6	7	8	9	10
1										

2										
3										
4										

B. Warrantee conditions

Particular

Details

Warrantee Km

Warrantee Period (Years)

Services to be provided during Warrantee

(Servicing/ consumables/ spare parts etc)

1. It is hereby certified that we have understood Instructions to Bidders, General

Conditions of Contract (including Option Clause thereof), Technical Specification, RFP Summary and all other terms and conditions given in the RFP Document and have thoroughly examined Specification given in RFP Document. We are fully aware of the type of Buses required and our offer is to supply Buses strictly in accordance with requirements and according to the terms of RFP Document. We agree to abide by the conditions of the RFP Document.

2. We hereby offer to supply Buses detailed above or such portion thereof as Authority may specify in the Letter of Award/ Contract at the price quoted and agree to hold this offer open for acceptance for a period of 120 days from the Last Date of Submission of Bid.

NOTE:

- (I) Prices provided for each Bus category in the Column 5 shall be considered for the evaluation. The Bidder quoting Lowest Price for any of the given category shall be considered preferred Bidder.
- (ii) In case of discrepancy between Unit Price and Total Price, Price as favorable to the Authority shall prevail.
- (iii) In case of difference between Price in figures & words, Price quoted in words shall prevail.
- (iv) Instructions contained in the 'Instructions to Bidders', 'General Conditions of Contract', 'Technical Specification' & 'RFP Summary' may be carefully studied before filling up this 'Price Schedule'.
- (v) Bidder shall clearly indicate breakup of prices in their Bids for Bus Price including government taxes/ levies etc as applicable at the time of filling their Bids.

SIGNATURE AND SEAL OF THE BIDDER

Annexure 14: Format of Bank Guarantee towards Performance Guaranty/ Security

The Secretary,

Office of KORBA UPTS, District Trade & Industry Centre

Collectorate Premises,

Korba (C.G.) - 495677

Contract No. Date

1. This Deed of Guarantee made this day of dd/mm/yyyy (Authority to specify) between Bank of (hereinafter called the "Bank") on the one part, and ----- (name of the official and that of the Authority to be specified by Authority) (hereinafter called "the Authority") of the other part.
2. Whereas ----- (name of the official ~~and that of the~~ Authority to be specified by Authority) has awarded the Contract for (Description of Item) (hereinafter called the Contract) to: (Name of Contractor) (hereinafter called the Contractor).
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs. (-----Amount in Figures and words).
4. —NOW, WE THE UNDERSIGNED (~~Name~~ of Bank) ----- do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs.(Rupees_____ only)without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority any money so demanded notwithstanding any dispute raised by the Contractor in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
5. We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
6. This Guarantee is valid for a period of___ (Duration in calendar months in figures and words) from the date of signing. (The initial period for which this Guarantee shall be valid must be for at least six (6) months longer than the anticipated expiry date as stated in the Contract. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.
7. At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Contractor or if the Contractor fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in

the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. We, the Bank, undertake not to revoke this Guarantee—except with the previous consent of the Authority in writing. This Guarantee shall be valid up to____and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Contractor of its obligations under the Contract and/or as demanded by the Authority.
11. The expressions “the Authority”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the dd day of mm yyyy being herewith duly authorized.

For and on behalf of the____ Bank

Signature of authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of

Witness 1.

Witness 2.

Signature

Name

Address

Signature

Name Address

Annexure 15: Bank Guarantee for Payment of Mobilization Advance¹

To,
The Secretary,
Office of KORBA UPTS, District Trade & Industry Centre
Collectorate Premises,
Korba (C.G.) - 495677

_____ *[name of Contract]*

In accordance with the provisions of the Annexure VII of the RFP document ("Mobilization Advance") of the above-mentioned Contract, _____ *[name and address of Contractor]* (hereinafter called "the Contractor ") hereby deposits with _____ *[name of Purchaser]* a bank guarantee representing a mobilization advance in an amount of _____ *[amount of guarantee]* ² _____ *[in words]* equal to the 110% of the total amount of Mobilization Advance.

We, the _____ *[bank or financial institution]* agree that Purchase shall have right to demand, not exceeding, full or part of the amount of _____ *[amount of guarantee]* ¹ _____ *[in words]* if the Contractor fails to deliver any or all of the buses as per the specifications provided in the Bus Purchase Agreement or fails to follow the Contracted delivery schedule (s) specified in the Bus Purchase agreement, or any extension thereof granted by Authority pursuant to terms and conditions set forth in the Annexure ____ of the RFP document and Bus Purchase agreement. It is understood that the Mobilization Advance shall be adjusted against the payment for the invoices raised by the Contractor at the time of delivery of buses.

We, the _____ *[bank or financial institution]* agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to Authority on his first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding *[amount of guarantee]* _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between Authority and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the Mobilization Advance under the Contract for _____days or until Authority receives full Delivery of Buses as per the contract condition from the Contractor.

Yours truly,

Signature and seal:_____

Name of Bank/Financial Institution: _____

Address:_____

Date: _____

¹ **the contractor shall be required to submit separate bank Guarantee equal to 110% of the 30% of the total cost of buses per lot as per Contracted delivery schedule**

² **an amount shall be inserted by bank representing the amount of Mobilization advance and denominated in Indian Rupees.**

Annexure 16: Format of Letter of Award

[On the letterhead of the Authority]

To:

.....
.....
.....
.....

Date: _____

Kind Attention:_____

Subject: Letter of Award for Design, Manufacture, Supply, and Commissioning of Diesel fuelled fully built 48 semi low Floor Urban Buses Specification II (UBS- II) (“Project”)

Dear Sir:

This is to notify you, _____ *[Please insert name of Successful Bidder]* that your bid dated ____ *[please insert the date]* submitted pursuant to Request for Proposal for Selection Of A Contractor for Design, Manufacture, Supply, and Commissioning of Diesel fuelled fully built 48 semi low Floor Urban Buses Specification II (UBS II) (“Project”) _____ _dated _____*[Please date on which the document is issued]* (“RFP”), the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the **Korba Urban Public Transport Society:**

[Insert details of the price along with details of the type of Bus it is applicable for]

Pursuant to the provisions of the RFP, you are hereby required to undertake the following:

1. Countersign this letter of award at the place indicated below to indicate your

Acknowledgment of the award of the Project by the Korba Urban Public Transport Society to you and return it to the office of KORBA UPTS, Collectorate Premises, Korba (C.G) within a period of [_____] *[Please insert the number of days]* Days from the date of this letter;

2. Submit a bank guarantee in favour of “The Secretary, Korba Urban Public Transport Society” Korba for an amount of Rs. [_____] Rupees _____ only) *[Please insert amount]* in the format specified in Annexure 15 annexed to the Contract, at the time of execution of the Contract on the date specified below.

3. You are required to send your duly authorized representative (with the proof of due authorization in the form of power of attorney or a Board Resolution) to execute the Contract (which shall be executed without any deviation from the Contract at [_____] am/pm] (*insert time*) on [_____] (insert date) at the office of KORBA UPTS ,Collectorate Premises, Korba (C.G), Korba Urban Public Transport Society looks forward to working with you on this important Project.

(Authorized Signatory)

Korba Urban Public Transport Society

Acknowledged and Accepted by

Name of the Authorized Person (person authorized under the Bid process and who has a Power of Attorney as required under the RFP)

Designation of the Authorized Person

Seal of the Company

Date

PRE CONTRACT INTEGRITY PACT

1 GENERAL

1.1. This Pre-Bid Contract Agreement (here in after called the Integrity Pact) is made on _____ day of the month.....20...., between, the Government of Chhattisgarh acting through Shri_____ (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, propose to procure (name of the Stores/Equipment/Work/Service) and M/s..... represented by Shri Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the second party, is willing to offer/has offered.

1.2. WHEREAS the BIDDER is a private company/public company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its functions on behalf of the Government of Chhattisgarh.

2 OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- 2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their

competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

3 COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 3.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4 COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all the measures necessary to prevent corrupt

practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDERS further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5 PREVIOUS TRANSGRESSION

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2 The BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6 EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the

following instruments:

(i) Bank Draft or a Pay Order in favour of

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the (BUYER) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

- 6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7 SANCTIONS FOR VIOLATIONS

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any

compensation to the BIDDER.

- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a

spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by under any law; any other person related, whether by blood or marriage, to the Government dependant upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forth with to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of the pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8 FALL CLAUSE

8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9 INDEPENDENT MONITORS

9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as

Monitors) for this Pact.

- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10 FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

11 LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be the seat of the BUYER.

12 OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action

that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13 VALIDITY

- 13.1 The validity of this Integrity Pact shall be from date of its signing and extend upto five years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later, in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2 If one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 The parties hereby sign this Integrity Pact at..... on.....

BUYER

BIDDER

Name of the Officer:

Designation: CHIEF EXECUTIVE OFFICER

Department

For and on behalf of the Bidder

(Name & Signature of the Authorized Signatory)

Date:.....

WITNESS

1.....
.....

2.....
.....

WITNESS

1.....
.....

2.....
.....