

ANNEXURE-II

Model Request for Proposal (RfP) for Outright Purchase of Electric Buses



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Notice Inviting e-Tender

Tender No. -----

**Request of Proposal
for
Procurement of numbers of Electric Buses
along with supply, installation and commissioning
of Charging Infrastructure and chargers**

AUTHORITY Name and Address



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INTRODUCTION:

The State Transport Undertaking (AUTHORITY)- is inviting Bids for procurement of number of electric buses along with installation and commissioning of charging infrastructure as detailed in the technical Specification of this RFP.

Tenders are invited from reputed bus manufacturers/OEM with relevant experiences as called for in this RFP for supply of electric buses, chargers and charging units. Interested bidders can purchase/download the tender document from the website (www.xxxxxx.gov.in).

The ownership of buses, the chargers and the charging infrastructure shall reside with AUTHORITY. However, the OEM shall stand responsible for 7 years warranty and comprehensive AMC and the cost quoted shall include all the spares and consumables required for day to day operations and maintenance excluding electricity power and man-power cost towards operations and cleaning of the buses.

The AUTHORITY will only provide required power connectivity till the depot and shall provide an output voltage as desired by the OEM/Bus supplier



AUTHORITY DISCLAIMER

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their Bid/ Eligibility and Qualification submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document. Authority may in its 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 selection process 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 Bid. No reimbursement of cost of any type shall be paid to persons, entities submitting a bid/eligibility and qualification submission.

AUTHORITY shall not be responsible for any costs or expenses incurred by the bidder in connection with the preparation and delivery of proposals, including costs and expenses related to visits to the sites. AUTHORITY reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The qualified proposers would be selected based on the criteria herein mentioned. The proposers are required to submit the qualification documents and other information as specified in relevant sections of this RFP. Only the price proposals of qualified proposers would be opened. The date of opening of price proposals will be communicated to qualified proposers at a later date.



SECTION 1. BID NOTIFICATION

Logo		AUTHORITY Name
<p>Request for Proposal (RFP) for “Procuring ----- quantity of electric buses along with installation, commissioning of charging infrastructure as detailed in the technical specification of the RFP” at the designated areas.</p>		
<p>The Tender Inviting Authority invites reputed and eligible manufacturers of electric buses in India for supplying E buses as per UBS-II standards with compatible charging infrastructure.</p>		
<p>The Bid Document can be downloaded from the e-Procurement (https://eproc.xxxxxx.in) website.</p>		
<p>The bid dates are provided as below:</p>		
NO	DESCRIPTION	DATE & TIME
1	Tender number and date:	
2	Tender available date and time	
3	Pre bid meeting date and time	
4	Last date and time of receipt of tender	
5	Date and time of opening of technical bid	
6	Date and time of opening of financial bid	
7	Tender inviting authority	
8	Address	
9	E-mail id for correspondence	

SECTION 2. SALIENT FEATURES OF THE RFP

Description	Details
Scope of Work	Procuring ----- quantity of Electric buses along with installation, commissioning of charging infrastructure and supply of adequate number of chargers as detailed in the technical specification of the RFP
Bid Security Amount / Earnest Money Deposit	<p>--% of the estimated tender value in the form of demand draft/ pay order/ Bank Guarantee issued from any nationalized bank/ scheduled bank.</p> <p>EMD of the successful bidder will be returned after execution of agreement and submission of performance security (Bank Guarantee). EMD of unsuccessful bidders will be returned after finalization of successful bidder.</p> <p>Note: (The % of EMD can vary from 0.5% to 1% of the estimated tender value and the AUTHORITY may decide accordingly)</p>
Qualification criteria	<ol style="list-style-type: none"> 1. AUTHORITY invites offer only from eligible manufacturers of Electric Vehicles, who are 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) having valid permits for manufacturing battery operated electric buses. (OR) In the event the OEM, is from outside India then OEM should have Indian Collaborator/Partner who is registered in India. 2. The proposed buses shall be manufactured in India and shall at least have 35% localisation 3. The bidder shall have a minimum Average Annual Turnover of INR ----- in the last three financial years from sale of similar buses. Bidders to submit audit report of last three financial years, verification of the same along with the Auditor's Certificate for the same. (Note: Normally Annual Turnover is 2 times the estimated value of the tender) 4. The Net worth as of March last fiscal year of the Bidder should be positive. 5. The bidder should have at least manufactured and supplied minimum -----number of Electric Buses in the last three years. The bidder shall provide supporting documents like supply order, purchase order etc (Note: Normally the number of bus to be supplied shall be 80% of the actual requirement of buses in the said RFP. In the present

	<p>case since Electric Buses are new, we may seek 50% of the actual requirement)</p> <p>6. The bidder shall have a dedicated Service Dealership with reputed automobile service provider who has been providing services in the Auto mobile industries in the last 5 years.</p> <p>7. Bidding by one or more entities forming a consortium/JV is not permitted.</p>												
Performance Security	<p>---% of total value of the contract shall be submitted by the successful bidder within 15 days of receipt of purchase order along with execution of agreement in the form of Bank Guarantee</p> <p>The Performance Bank Guarantee shall be returned only after successful completion of the contract period.</p> <p>(Note: Normally the % of performance security shall be 5/10% of the overall contract value)</p>												
Warranty Period	<p>The Warranty and Comprehensive AMC Period shall be for 7 years for the charging infrastructure and chargers. Further, for the buses the Warranty and Comprehensive AMC Period ----- KM, from the date of issuance of Final Acceptance Certificate.</p> <p>Onsite maintenance and / or repairing under warranty has to be done.</p> <p>(Note: Normally the number of km is calculated based on the number of km the bus is expected to run in a day which shall be specified by the Authority at the time of bidding. For example, if the number of bus km/day is 200 then Warranty is 200 * 365 *7 * % of bus availability)</p>												
Deployment Schedule	<p>The Deployment Schedule shall be as follows:</p> <table border="1" data-bbox="571 1525 1437 1899"> <thead> <tr> <th data-bbox="571 1525 678 1599">N O</th> <th data-bbox="678 1525 1114 1599">DESCRIPTION</th> <th data-bbox="1114 1525 1437 1599">TIME LINE</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 1599 678 1675">1.a</td> <td data-bbox="678 1599 1114 1675">TYPE TESTING/HOMOLOGATION</td> <td data-bbox="1114 1599 1437 1675">3 MONTHS FROM THE DATE OF ISSUE P.</td> </tr> <tr> <td data-bbox="571 1675 678 1751">1.b</td> <td data-bbox="678 1675 1114 1751">TRAINING TO DRIVERS AND MECHANICS</td> <td data-bbox="1114 1675 1437 1751">O</td> </tr> <tr> <td data-bbox="571 1751 678 1899">2</td> <td data-bbox="678 1751 1114 1899">SUPPLY INSTALLATION, COMMISSIONING OF CHARGING INFRASTRUCTURE IN IDENTIFIED AREAS</td> <td data-bbox="1114 1751 1437 1899">6 MONTHS FROM THE DATE OF ISSUE OF P. O</td> </tr> </tbody> </table>	N O	DESCRIPTION	TIME LINE	1.a	TYPE TESTING/HOMOLOGATION	3 MONTHS FROM THE DATE OF ISSUE P.	1.b	TRAINING TO DRIVERS AND MECHANICS	O	2	SUPPLY INSTALLATION, COMMISSIONING OF CHARGING INFRASTRUCTURE IN IDENTIFIED AREAS	6 MONTHS FROM THE DATE OF ISSUE OF P. O
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	<p>(Note: While fixing the delivery schedule 3 Months' time frame may be considered for supply of 100 buses.)</p>			
Liquidated Damages	<p>Bidder needs to meet milestones as per the Delivery schedule mentioned in the RFP.</p> <p>If the event of delay in terms of supply the Authority will levy liquidated damages @ 0.25% per week or part thereof of the total value of the buses and / or charging facilities whose supply has been delayed (inclusive of duties & taxes) which the Supplier has failed to deliver/ commission within the period fixed for delivery/ commission for delay of each week or part thereof.</p>			
Subsidy, if any.	<p>AUTHORITY will claim subsidy, if any, from GOI/GOK and transfer the same to successful bidder as part of payment schedule.</p>			
Payment Schedule	<ol style="list-style-type: none">1. Upon supply and issuance of acceptance certificate by the Authority - 30% of the contract amount. (Note: If multiple mile stones for supply of buses are prescribed for buses then the 30% shall be apportioned appropriately)2. Upon successful installation and commission of Charging Infrastructure and supplying of allied Chargers as per requirement – 20 % of the contract amount3. Upon successful commission and trial run for 6 months of bus operation and meeting the desired SLA - 30% of the contract amount4. Balance 20% of contract amount will be released in 28 equal quarterly installments upon meeting desired SLA as prescribed by the Authority			

SECTION 3. INSTRUCTION TO BIDDERS

A. TENDER CHARACTERISTIC

1. Two Part Bid Process

- 1.1 The e-tender called herein on AUTHORITY website www.xxx.com is Tender Notice inviting bidders for “Procuring ---- quantity of Electric Buses along with installation, commissioning of Charging infrastructure and supply of adequate number of chargers as detailed in the technical specification of the RFP.” is a two-part Bid process and e-Tender shall be uploaded as under?
- 1.1.1 Technical Bid
 - 1.1.2 Financial Bid
- 1.2 The price bid for only qualified bid shall be opened.

2. Least cost-based Tender

- 2.1 The subject tender is least cost-based tender (LCS). The price bid shall be opened only for those bidders who meet the qualification criteria. The bidder whose price bid is lowest among all the bidders shall deemed fit for contract award subject to successful bidders meeting obligations of performance security and contract signing based on criteria in clause F.

3. Scope of Contract

- 3.1 The Scope of the project will broadly include the following, and is provided in detail in the draft contract Agreement
- 3.1.1 E -Buses: Procure, and commission electric driven buses, with the Technical Specification. The buses to be deployed shall confirm to the Urban Bus Specification II excluding VTU published by MoUD, Gol and amendments there in, if any.
 - 3.1.2 Charging Infrastructure: The bidder has to provide charging infrastructure.
 - 3.1.3 The Authority shall be responsible for providing the following
 - Land for charging station
 - Building and civil works construction for charging infrastructure including flooring, building for equipment, office space and workshop
 - 3.1.4 The expenses towards charging of buses shall be borne by the Authority.

4. Eligible Bidders

- 4.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government
- 4.2 Bidder is a Single entity – who participates in the bidding process shall be a manufacturer of e-buses in India or a foreign entity with India presence and localization as mandated in clause 5.
- 4.3 Consortium is not allowed for the subject tender.**

5. Qualification criteria

- 5.1 The Bidders shall be a single entity who fulfils the below mentioned qualification criteria
- 5.2 AUTHORITY invites offers only from eligible manufacturers of Electric Vehicles, who are 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) having valid permits for manufacturing battery operated electric buses.
- (OR)
- In the event the OEM, is from outside India then he should have Indian Collaborator/Partner who is registered in India.
- 5.3 The proposed buses shall be manufactured in India and shall at least have 35% localisation
- 5.4 The bidder shall have a minimum Average Annual Turnover of INR ----- in the last three financial years from sale of similar Buses. Bidders to submit audit report of last three financial years, verification of the same along with the Auditor's Certificate for the same. **(Note: Normally Annual Turnover is 2 times the estimated Value of the tender)**
- 5.5 The Net worth as of March last fiscal year of the Bidder should be positive.
- 5.6 The bidder should have at least manufactured and supplied minimum ----- number of Electric Buses in the last three years. The bidder shall provide supporting documents like supply order, purchase order etc **(Note: Normally the number of bus to be supplied shall be 80% of the actual requirement of buses in the said RFP. In the present case since Electric Buses are new, we may seek 50% of the actual requirement)**
- 5.7 The bidder shall have a dedicated Service Dealership with reputed automobile service provider who has been providing services in the Auto mobile industries in the last 5 years.
- 5.8 The bidder shall by himself should have experience in setting up of charging infrastructure or shall have tie up with such people who have experience in setting up of charging infrastructure.

B. BID DOCUMENTS

6. Content of Bid documents

- 6.1 The Bid documents shall be as follows:
- 6.1.1 Bid Notification
 - 6.1.2 Instruction to Bidders
 - 6.1.3 Tender Forms
 - 6.1.4 Draft Contract Agreements
 - 6.1.5 Schedules
 - 6.1.6 Forms of Securities

7. Bid Documents Clarifications

- 7.1 A prospective Bidder requiring any clarification of the Bid documents may notify the Authority in writing at the Authority's address or e-mail as indicated in the invitation to Bid. The Authority will respond to any request for clarification which he receives post the pre-Bid meeting. Copies of the Authority's response will be uploaded in the e-Procurement portal.

8. Pre – bid Meeting

- 8.1 The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at the place, date and time as indicated in the Notice Inviting to the Tender
- 8.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage
- 8.3 The Bidder is requested to submit any questions in writing or by cable to reach the Authority not later than the and time as indicated in the Notice Inviting to the Tender
- 8.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in the e-procurement portal. Any modification of the Bid documents listed in Sub-Clause which may become necessary as a result of the pre-Bid meeting shall be made by the Authority exclusively through the issue of an Addendum pursuant to Clause 7 and not through the minutes of the pre-Bid meeting.

9. Amendment of Bid Document

- 9.1 Before the deadline for submission of Bids, the Authority may modify the Bid documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the Bid documents and shall be uploaded in the e-procurement portal.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Authority shall extend as necessary the deadline for submission of Bids.

C. BID PREPARATION

10. Bid Document Comprising the bid

- 10.1 Bid submitted by the Bidder shall be in two stages and shall contain the following documents as follows:
 - 10.1.1 Bidder Credentials listed in Section 11.
 - 10.1.2 Technical Proposal comprising of Earnest Money Deposit & Qualification Information as per formats in the RFP as per FORM 3;
 - 10.1.3 Financial Proposal comprising of price Bid

11. List of Bidder Credentials

- 11.1 The Bidder shall 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), (Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted along with Technical Bid)
- 11.2 Foreign firms constituted under Applicable Law of any other country are also permitted to participate in Bidding provided they have an association with an Indian Company who is registered under the Companies Act as detailed in 11.1

- 11.3 The Bidder shall upload Schedule of Guaranteed performance & Other Technical Particulars in the prescribed format as incorporated in the Tender document at Schedule 3.

12. Bid Price

- 12.1 The bidder should quote price considering warranty clauses and taxes as applicable in INR.
12.2 Bidders shall quote for model asked in tender as per tender Form 10.

13. Bid Validity

- 13.1 Bids shall remain valid for a period not less than (180) one eighty days after the deadline date for Bid submission specified in tender.
13.2 A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
13.3 In exceptional circumstances, prior to expiry of the original time limit, the Authority may request that the Bidders may extend the period of validity for a specified additional period.
13.4 The request and the Bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 14 in all respects

14. Earnest Money Deposit

- 14.1 The Bidder shall furnish, as part of his Bid, Earnest Money Deposit of an xxx (The **% of EMD can vary from 0.5% to 1% of the estimated tender value and the AUTHORITY may decide accordingly**) in the form of Bank Guarantee only. This earnest money should have fixed validity issued as earnest money deposit for the Bid shall be valid for 45 days beyond the validity of the Bid
14.2 Any Bid not accompanied by an acceptable earnest money deposit and not secured shall be rejected by the Authority as nonresponsive.
14.3 The earnest money deposit of unsuccessful Bidders will be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 13.
14.4 The earnest money deposit of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
14.5 The earnest money deposit may be forfeited:
 14.5.1 if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 14.5.2 in the case of a successful Bidder, if the Bidder fails within the specified time limit
 14.5.3 fail to sign the Agreement; or furnish the required Security deposit
14.6 The bidder shall upload the scanned copy of the EMD in the e-portal and shall submit the original to the Authority prior to bid opening. Any BG not submitted prior to bid opening shall be treated as non-responsive

15. Format and Signing of Bid

- 15.1 The Bidder may submit the Bid only through government of India /XXX e-procurement portal and sign digitally as per tender submission process in e-procurement portal.

D. TENDER TIMETABLE

16. Bidding through e-tendering System

- 16.1 The Bidding under this contract is electronic Bid submission through website <https://eproc.xxxxxx.gov.in>. The Invitation for Bids is published on the authority website. Any citizen or prospective Bidder can logon to this website and view the Invitation for Bids and can view the details of works for which Bids are invited
- 16.2 Bidder can login the site through the secured login. Bidders are requested to go through the Bid documents carefully and submit the required information without exception otherwise Bids will be rejected.
- 16.3 The completed Bid comprising documents indicated in clause 11, should be uploaded on the website given above through e-Bidding along with scanned copies of requisite certificates as are mentioned in different sections in the Bidding document and scanned copy of the Bid Security.
- 16.4 The Bidder shall submit online the requirements under qualification criteria and Technical and Financial parts. All the documents are required to be signed digitally by the Bidder. After electronic on line Bid submission, the system generates a unique Bid reference number which is time stamped. This shall be treated as acknowledgement of Bid submission.

17. Submission Deadline

- 17.1 Bids must be received by the Authority on line not later than date and time as per timetable mentioned in Notice Inviting to Tender
- 17.2 The Authority may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 13, in which case all rights and obligations of the Authority and the Bidder's previously subject to the original deadline will then be subject to the new deadline.

18. Late Bids

- 18.1 Any Bid received by the Authority after the deadline prescribed in Clause 17 will be returned unopened to the Bidder

19. Modification and withdrawal of bids

- 19.1 Bidders may modify their Bids online before the deadline prescribed in Clause 17.
- 19.2 As per the system design, in case a Bidder wishes to modify his Bid before due date and after submission of Bid, then he is required to withdraw his Bid first. In order to provide a quick reference to his / her commercial Bid entered by the Bidder in the e-Procurement system, a provision has been made available in the e-Procurement system wherein the Bidder can retain a copy of the commercial Bid in his / her local machine prior to his submission of the Bid. The values as available in the copy of the commercial Bid can subsequently be copied into the commercial Bid screen which then is made available to the Bidder on withdrawal of his / her Bid prior to last date and time of Bid submission."

- 19.3 No Bid may be modified after the deadline for submission of Bids.
- 19.4 Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity specified in Clause 17.1 above or as extended pursuant to Clause 17 is not allowed in the e-procurement system. If a Bidder does the same through any other medium, then it may result in the forfeiture of the Bid security pursuant to Clause 14.

E. TENDER EVALUATION CRITERIA

20. Opening of First Cover of all Bids & evaluation

- 20.1 The Authority will open the Technical Proposal of all the Bids received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 19, in the presence of the Bidders or their representatives who choose to attend at the date and time specified in the Notice to the Tender.
- 20.2 The Bidders names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Authority may consider appropriate will be announced by the Authority at the opening.
- 20.3 Then Authority shall check eligibility of all bids and EMD and inform them accordingly.

21. Opening of Financial Proposal of all Bids and evaluation

- 21.1 The Authority will inform all the Qualified Bidders the time, date and venue fixed for the opening of the Financial Proposal containing the priced Bids. The Authority will open the second covers of qualified Bidders at the appointed time and date in the presence of the Bids or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Authority, the Second Covers will be opened at the appointed time and location on the next working day
- 21.2 The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, bid modifications and withdrawals, and such other details as the Authority may consider appropriate, will be announced by the Authority at the opening. No Bid shall be rejected at Bid opening.
- 21.3 The Authority shall prepare minutes of the Second Cover Bid opening, including the information disclosed to those present in accordance with Sub-Clause 21.2

22. Evaluation Process and its confidentiality

- 22.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Authority's processing of Bids or award decisions may result in the rejection of his Bid.

23. Clarification of Bids

- 23.1 To assist in the examination, evaluation, and comparison of Bids, the Authority may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit

rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the Bids in accordance with Clause 25.

23.2 Subject to sub-clause 23.1, no Bidder shall contact the Authority on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, it should do so in writing.

23.3 Any effort by the Bidder to influence the Authority in the Authority's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

24. Bid Examination and Response determination

24.1 Prior to the detailed evaluation of Bids, the Authority will determine whether each Bid; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Bid documents.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bid documents, the Authority's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

24.3 If a Bid is not substantially responsive, it will be rejected by the Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

25. Bid Evaluation and Comparison

25.1 Prior to the detailed evaluation of Bids, the Authority will determine whether each Bid is substantially responsive to the requirements of the Bid documents.

25.2 The Authority reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bid documents or otherwise result in unsolicited benefits for the Authority shall not be taken into account in Bid evaluation

F. AWARD OF CONTRACT

26. Award

26.1 The authority will award the Contract to the Bidder whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per criteria in clause 4 Employer will award the contract to the Lowest Bidder (L-1), whose tender has been determined to be substantially responsive. and compliant to the requirements contained in the Tender Documents as per criteria in para4.

26.2 In case, two or more technically qualified bidders quote the same rates in the Financial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder

who has the highest / higher Average Annual Turnover for the last 3 financial years. The information will be seen from Tender Form 4.

27. Right to accept any Tender and to reject any or all Tenders

27.1 The Authority is not bound to accept the lowest or any tender and may at any time by notice in writing to the Bidders terminate the tendering process. The Bidder should note in particular that without prejudice to the Employer's other rights under the Contract, in the event that the Tender is accepted but the Bidder fails to supply the Performance Security or other specified

28. Notification of award

28.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Authority will notify the successful Bidder Telephonically and by uploading the scanned copy of Letter of Acceptance (LOA) on e-tendering portal to confirm that his tender has been accepted. The successful bidder can also download the copy of Letter of Acceptance (LOA) issued to them. This letter (hereinafter and in the Conditions of Contract called „the Letter of Acceptance“) shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works/services by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called „the Contract Price“).

28.2 The “Letter of Acceptance” will be issued under signature of an Authorised Signatory. The “Letter of acceptance” will be sent in duplicate to the successful Bidder, who will return one copy to the AUTHORITY duly acknowledged and signed by the authorized signatory indicating their unconditional acceptance, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.

28.3 The Letter of Acceptance will constitute a part of the contract.

28.4 Upon “Letter of Acceptance” being signed and returned by the successful Bidder as per Clause 30, the employer will promptly notify the unsuccessful Bidders and discharge / return their tender securities.

29. Signing of Agreement

29.1 The Bidder should note that in the event of acceptance of the Tender, the Bidder will be required to execute the Contract Agreement in the form Section 7 with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 15 days of submission of Performance Security or 30 days from the date of issue of the Letter of Acceptance whichever is later.

30. Performance Security Deposit

30.1 The Successful lowest bidder shall submit a Performance Security equivalent ----% of total value of the contract shall be submitted by the successful bidder within 15 days of receipt of purchase order in the form of Bank Guarantee The Performance Bank Guarantee shall be returned only after successful completion of the contract period.

(Note: Normally the % of performance security shall be 5/10% of the overall contract value)

- 30.2 The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.
- 30.3 Failure of the successful Bidder to comply with the requirements of paragraphs 29 and 30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

31. Quantity Variation clause

- 31.1 The tenderers may note that the quantity awarded to them is subject to $\pm 25\%$ quantity variation, within the Contract Validity Period at the discretion of the Authority. The unit price of the bus, chargers and charging station will remain the same as quoted.

32. Jurisdiction

- 32.1 This tender and the contract emanating there from are subject only to the jurisdiction of the High Court of the State where AUTHORITY is located.

33. Laws Governing the Contract

- 33.1 This contract shall be governed and interpreted in accordance with the laws of India. Irrespective of the place of delivery and the place of payment under the contract, contract shall be deemed to have been made in 'Authority Capital' from where the 'Letter of Award' of the Bid has been issued and where the contract is to be performed by delivering the buses.
- 33.2 Jurisdiction of Courts - The Courts of AUTHORITY capital, the place from where the 'Letter of Award' of the Bid has been issued and where the contract is to be performed by delivering of the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.
- 33.3 Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970.
- 33.4 The Supplier 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 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 fulfil this requirement resulting in non-execution of the contract shall attract penal provisions of the contract.
 - b. 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 Supplier, 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.



- c. 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 Supplier's part of contract.

33.5 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 Supplier 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 Supplier's failure to fulfil his statutory obligations under the aforesaid Act or the Rules, Authority shall recover from the Supplier, 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 Supplier 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 Supplier 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 Supplier as stated above, shall be final and binding on the Supplier.

34. Secrecy

- 34.1 Any information obtained in the course of the execution of the contract by the Supplier, 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.
- 34.2 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 Supplier.

Section 4: BID FORMS (Annexures)

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 Tender Inviting Authority

AUTHORITY

Address of AUTHORITY

- 1. Having examined the 'Instructions to Bidder', 'Draft Contract Agreement' and Schedules for the above Bid, we the undersigned, offer to supply electric buses , chargers and charging infrastructure 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 forms an integral part of the Bid. We also confirm acceptance of Proformas / Annexure/Schedules given in the RFP Document.
3. 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 the Contract'.
4. We have independently considered the amount shown in the 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.
5. We agree to provide a Bid validity for a minimum period of 180 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.

Date: d:dd/mm/yyyy
 Signature ----- &
 Name: -----

In the capacity of ___duly authorised to sign Bids for and on behalf of

Address

Witness

1. -----



2. -----



Annexure 2: General Information of the Bidder

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		
4	Name of the person authorized to sign Tender Document:		
5	Bus Design & Evaluation Facilities:		
i	<i>In house facilities (Yes or No)</i>		
ii	<i>If no, then Name & Address of the Firm to carry out the work Out-sourced</i>		
iii	<i>Confirmation of being an authorized agency under CMVR</i>		<i>Certificate of authorization</i>
6	<i>Details of Inspection Equipment for Quality Assurance available In-house. (The details of Inspecting Equipment for Receipt Stage, In- process Stage of Inspection and Final Inspection)</i>		
7	<i>Details of Inspection Equipment for Quality Assurance of Out-sourced work. (The details of Inspecting Equipment for Receipt Stage, In- process Stage of Inspection and Final Inspection)</i>		



8	Details of available Equipment required for Safety Standards as per MORT&H Notification No. GSR853 (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 Copies of Certificates. Approval Certificate No. and Date (wherever applicable)		Copies of Certificates
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)		
iii	Environment Management Certification (ISO:14001- 1996)		Copies of Certificates

Name:

Address:

Mobile No:

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



List of Documents/ Items required along with Annexure 2 (Documents shall be enclosed duly signed and attested by the authorized person of the Bidder)

1. Registration Certificates of the Factory.
2. License for Manufacturing Buses.
3. 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 in same format
12. Copies of the production capacities of buses –installed and production levels achieved during last three years –year wise.



Annexure 3: Format for Performance

1. Details may be given for all types of Bus Chassis/ Complete Buses (both electric and non- electric buses) supplied by Bidder in past two years
2. Details are to be furnished for the supplies made by the Bidder or its principal in last three years (ending on -----) prior to the year in which the date of Opening of Bid falls.

No	Contract placed (full name & Address of Authority)	Contract & Date	No.	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/ Completion certificate) * work
1	2	3		4	5	6	7

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



Model RfP for outright purchase of electric buses
August, 2019



SIGNATURE AND SEAL OF THE BIDDER

Annexure 4: Format of Price Bid

Financial bid will have to be submitted online in the e-procurement portal as per BOQ

1. It is hereby certified that we have understood Instructions to Bidders, General Conditions of Contract (including Option Clause thereof), Technical Specification, RFP/Bid Document and all other terms and conditions given in the RFP/Bid Document and have thoroughly examined Specification given in RFP/Bid Document. We are fully aware of the type of Buses required and our offer is to supply Buses and charging units strictly in accordance with requirements and according to the terms of RFP/Bid Document. We agree to abide by the conditions of the RFP/Bid Document.
2. We hereby offer to supply Buses detailed above or such portion thereof and set up charging stations 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 180 days from the Last Date of Submission of Bid.

NOTE:

- In case of discrepancy between Unit Price and Total Price, Price as favourable to the Authority shall prevail.
- In case of difference between Price in figures & words, Price quoted in words shall prevail.
- Instructions contained in the 'Instructions to Bidders', 'General Conditions of Contract', 'Technical Specification' & 'RFP/Bid Document Summary' may be carefully Studied before filling up this 'Price Schedule'.
- 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.
- Prices of each item should be quoted as rate per piece.
- Tender fees to be submitted along with Technical Bid.

Format for Price Bid

A. Quote towards Electric Bus:

<u>TYPE OF BUS</u>	<u>BUS COST/UNIT</u>	<u>GSI</u>	<u>TOTAL PRICE</u>	<u>QUANTITY</u>	<u>TOATL COST</u>
<u>1</u>	<u>2</u>	<u>3</u>	<u>4 =2+3</u>	<u>5</u>	<u>6= 5 X4</u>
<u>TYPE-1</u>					
<u>TYPE-2</u>					
<u>TOTAL (A)</u>					

B. Quote towards Chargers:

<u>TYPE OF CHARGER</u>	<u>COST/UNIT</u>	<u>GSI</u>	<u>TOTAL PRICE</u>	<u>QUANTITY</u>	<u>TOATL COST</u>
<u>1</u>	<u>2</u>	<u>3</u>	<u>4 =2+3</u>	<u>5</u>	<u>6= 5 X4</u>
<u>SLOW</u>					
<u>FAST</u>					
<u>TOTAL (B)</u>					

TOTAL QUOTED PRICE (in INR) AS PER OFFER = Total Price at A+B



SECTION 5- CONDITIONS OF CONTRACT

THIS AGREEMENT made theday of between (Name of Authority/Purchaser) of, **India** (Country of Authority) (hereinafter called "the Authority/Purchaser") of the one part and (Name of Supplier) of (City and Country of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Authority is desirous that certain Goods and ancillary services viz., "Procurement of number of Electric Buses along with installation and commissioning of Charging infrastructure as detailed in the Technical Specification of this contract") and has accepted a tender by the Supplier for the supply of those goods and services in the sum of (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - the Bid Form and the Price Schedule submitted by the Bidder;
 - the Schedule of Requirements;
 - the Terms of Reference and Technical Specifications;
 - the General Conditions of Contract;
 - the Special Conditions of Contract;
 - the pre bid clarification & Addendums; and
 - the Authority's Notification of Award.
3. In consideration of the payments to be made by the Authority to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Authority to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Authority hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

No.	Nomenclature	Qty	Units	Basic rate	GST	End rate	Total amount for tendered qty



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Authority)

in the presence of:

Signed, Sealed and Delivered by the
said (For the Supplier)

in the presence of:

GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - 1.1.1 "The Contract" means the agreement entered into between the Authority and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - 1.1.2 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - 1.1.3 "The Goods" means all the vehicle/equipment/ machinery, and/or other materials which the Supplier is required to supply to the Authority under the Contract;
 - 1.1.4 "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
 - 1.1.5 "GCC" means the General Conditions of Contract contained in this section.
 - 1.1.6 "Goods/Equipment" shall mean electric bus, chargers and charging infrastructure
 - 1.1.7 "SCC" means the Special Conditions of Contract.
 - 1.1.8 "The Authority" means the organization purchasing the Goods, as named in SCC.
 - 1.1.9 "The Authority's country" is the country named in SCC.
 - 1.1.10 "The Supplier" means the individual or firm supplying the Goods and Services under this Contract. Also referred to as 'Bidder'.
 - 1.1.11 "The Government" means the Government of India or Government of the Authority's State.
 - 1.1.12 "The Project Site", where applicable, means the place or places named in SCC.
 - 1.1.13 "Day" means calendar day.

2. Application

- 2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3. Standards

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the Goods supplied shall be as per UBS II specification.

4. Use of Contract Documents and Information; Inspection and Audit by the AUTHORITY

- 4.1 The Supplier shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The supplier shall not without the Authority's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the contract.
- 4.3 Any document other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Authority and shall be returned (in all copies) to the Authority on completion of the Supplier's performance under the Contract if so, required by the Authority.
- 4.4 The supplier shall permit the Authority to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Authority, if so, required by the Authority.

5. Patent Rights

- 5.1 The Supplier shall indemnify the Authority against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within 15 days of receipt of the Letter of Acceptance, the Supplier shall furnish Performance Security to the Authority for an amount of ---- % of the Contract Value, valid up to 28 days after the date of completion of Contract period and Annual Maintenance Contract obligations.
- 6.2 The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be in Indian Rupees and shall be in the forms of:
- 6.3.1 A Bank guarantee, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Authority;
- 6.4 The Performance Security will be discharged by the Authority and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations, including any Warranty & AMC obligations, under the Contract.

- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same validity for the duration of the Contract as amended for 28 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

- 7.1 The Authority or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Authority.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Authority.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Authority may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Authority.
- 7.4 The Authority's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Authority or its representative prior to the Goods shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 7.6 Manuals and Drawings
- 7.6.1 Before the goods and equipment are taken over by the Authority, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Authority to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Authority.

8. Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9. Delivery and Documents

- 9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Authority in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

- 10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier (final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

- 11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, the Supplier, as shall be specified in the Contract, shall arrange transport to such place of destination in India including insurance and the related cost shall be included in the Contract Price.

12. Incidental Services

- 12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 12.1.1 performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - 12.1.2 furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - 12.1.3 furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - 12.1.4 performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - 12.1.5 training of the Authority's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
 - 12.1.6 detailed specifications of each equipment in detail to be provided (inclusive if hoppers & Side guards etc).
 - 12.1.7 arrangement of required vehicles and implements for loading & unloading of Equipment at Facilities and other required infra for assembling of equipment.
- 12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

- 13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- 13.1.1 such spare parts as the Authority may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - 13.1.2 In the event of termination of production of the spare parts:

- 13.1.2.1 advance notification to the Authority of the pending termination, in sufficient time to permit the Authority to procure needed requirements; and
 - 13.1.2.2 following such termination, furnishing at no cost to the Authority, the blueprints, drawings and specifications of the spare parts, if requested.
- 13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but, in any case, within 15 days of placement of order.

14. Warranty and Comprehensive AMC

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Authority's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 This warranty shall remain valid for the entire Contract period of 7 years for battery, electrical installation, Air Condition, brake system, suspension and the drive train. The Warranty shall be for 7 years for the charging infrastructure and chargers. Further, for the buses the Warranty shall be ----- KM, from the date of issuance of Final Acceptance Certificate. Onsite maintenance and / or repairing under warranty has to be done.
*(Note: Normally the number of km is calculated based on the number of km the bus is expected to run in a day which shall be specified by the Authority at the time of bidding. For example, if the number of bus km/day is 200 then Warranty is $200 * 365 * 7 * \% \text{ of bus availability}$)*
- 14.3 The Authority shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period of 2 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Authority for the replaced parts/goods thereafter.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 2 days, the Authority may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Authority may have against the Supplier under the Contract.

15. Payment

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 15.2 The Supplier's request(s) for payment shall be made to the Authority in writing, accompanied by an invoice describing, as appropriate, the Goods delivered, and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the contract.



- 15.3 Payments shall be made promptly by the Authority after submission of the invoice by the supplier and certification of the bills by the Authority's representative regarding the service provided is satisfactory.
- 15.4 Payment shall be made in Indian Rupees.

16. Prices

- 16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

- 17.1 The Authority may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the followings:
 - 17.1.1 drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Authority;
 - 17.1.2 the Services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended after mutual agreement. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Authority's change order.

18. Contract Amendments

- 18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

- 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Authority's prior written consent. However, the Supplier can nominate its authorized service provider for carrying out the comprehensive AMC for the entire contract period

20. Subcontracts

- 20.1 The Supplier shall notify the Authority in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub- assemblies.
- 20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

- 21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Authority in the Schedule of Requirements.
- 21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Authority shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

- 22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.75 % of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Authority may consider termination of the Contract pursuant to GCC Clause 23.
- 22.2 The supplier shall remedy any defect found in goods within 48 hrs of intimation by the Authority. Failing which, penalty equivalent to 2% of the quarterly payment amount for AMC will be levied for every day's delay to remedy the defect during AMC phase of the Contract, up to a maximum deduction of 10% of the quoted amount of AMC.

23. Termination for Default

- 23.1 The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - 23.1.1 if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Authority pursuant to GCC Clause 21; or
 - 23.1.2 if the Supplier fails to perform any other obligation(s) under the Contract.
 - 23.1.3 if the Supplier, in the judgement of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - 23.1.4 For the purpose of this Clause:
 - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 23.1.5 In the event the Authority terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Authority may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Authority for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

- 24.1 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.
- 24.2 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 fulfilment of contract shall be postponed during the period when such circumstances are operative.
- 24.3 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 Supplier for not performing his obligations under this clause/ contract.
- 24.4 Any waiver/ extension of time in respect of the delivery of any instalment 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.
- 24.5 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.
- 24.6 Supplier 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.
- 24.7 In the event of termination due to Force Majeure Event of Default, Authority shall;
- 24.7.1 Refund the Performance Guarantee amount in full after deduction of any due payable by the Supplier
- 24.7.2 Authority shall not be liable to pay any termination payment to the Supplier in respect of such termination, except the payment to be made for the buses delivered by the Supplier and to which the Final Acceptance Certificate has been issued, to Supplier

25. Termination for Insolvency

- 25.1 The Authority may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or

affect any right of action or remedy, which has accrued or will accrue thereafter to the Authority.

26. Termination for Convenience

- 26.1 The Authority, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Authority's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Authority at the Contract terms and prices. For the remaining Goods, the Authority may elect:
- 26.2.1 to have any portion completed and delivered at the Contract terms and prices; and/or
- 26.2.2 to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Dispute and Arbitration

- 27.1 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 sub-clause (b) below.
- 27.2 Arbitration
- 27.2.1 **Arbitrators:** Any Dispute which is not resolved amicably as provided in Clause 27.1 (a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a Retired Justice of High Court as Sole Arbitrator, to be appointed by the "Additional Chief Secretary, Transport Department Govt. of Authority capital". 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.
- 27.2.2 **Place of Arbitration** -The place of arbitration shall be Authority Headquarter.
- 27.2.3 **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 shall be the language to be used in the hearings.
- 27.2.4 **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.
- 27.2.5 **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.
- 27.2.6 **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.

27.2.7 **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.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 5,

28.1.1 supplier has to reimburse all the liquidated damages/losses arising due to non- fulfilment of contractual obligations

28.1.2 the aggregate liability of the Supplier to the Authority, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or through e-mail and confirmed in writing to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Authority.



SECTION 6. SPECIAL CONDITIONS OF TENDER

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

- (a) The Authority is
- (b) The Supplier is

2. Inspection and Tests (GCC Clause 7)

The Authority requires the following inspection procedures and tests to be followed:
Implementation and Rollout involves different stages as below:

2.1 Inspection Testing prior Supply

The Authority shall, before accepting each Lot of Buses, shall inspect the said Lot with reference to the specifications specified under the contract. The Operator shall commence supply of lot only after the said inspection and acceptance by the Authority.

2.2 Inspection Testing post Supply

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

2.3 Commission and Trial Run Period

The Authority will monitor the performance of the system for the entire commission and trial run period. The following parameter will be monitored for successful completion of commission and trial run period.

NO	PARAMETER	SLA/MONTH
1	SCHEDULE KM VS OPERATED KM	>90 %
2	SCHEDULED TRIP VS OPERATED TRIP	>95%
3	BREAK DOWN FOR THE FIRST SIX MONTHS	< 3
4	ELECTRICITY CONSUMPTION FACTOR	< 1.3 KWH/KM*

*Will vary based on the type of bus



2.4 Comprehensive Maintenance Period

During Comprehensive Maintenance Period, the Supplier shall ensure that the bus is made available to the Authority for minimum assured Vehicle Utilization of at least 95% for the entire quarter.

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods/Services, the supplier shall notify the Authority. The supplier shall mail the following documents to the Authority with a copy to the insurance company:

Two Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

The above documents shall be received by the Authority before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

- 4.1 Supply and installation of Charging Infrastructure in the identified location by the Authority
- 4.2 Supply of chargers for charging the buses
- 4.3 Provide comprehensive AMC for the entire contract period by keeping adequate stock at the Depots and deploying adequate man power.
- 4.4 Conduct training and capacity building of the Authority staff for to day operations of the buses and charging of the buses.

5. Payment (GCC Clause 15)

- 5.1 Upon supply and issuance of acceptance certificate by the Authority - **30% of the contract amount. (Note: If multiple mile stones for supply of buses are prescribed for buses then the 30% shall be apportioned appropriately)**
- 5.2 Upon successful installation and commission of Charging Infrastructure and supplying of allied Chargers as per requirement – **20 % of the contract amount**
- 5.3 Upon successful commission and trial run for 6 months of bus operation and meeting the desired SLA as detailed in SCC clause 2.2- **30% of the contract amount**
- 5.4 **Balance 20% of contract amount** will be released in 28 equal quarterly instalments upon meeting desired SLA as detailed in SCC clause 2.3

6. Notices (Clause 31)

- 6.1 For the purpose of all notices, the following shall be the address of the Authority and Supplier.

Authority on behalf of AUTHORITY:.

.....



Supplier: (To be filled in at the time of Contract signature)

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

7. Supplier Integrity:

7.1 The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

8. Supplier's Obligations:

- 8.1 The Supplier is obliged to work closely with the Authority's staff, act within its own authority and abide by directives issued by the Authority and implementation activities.
- 8.2 The Supplier will abide by the job safety measures prevalent in India and will free the Authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Authority responsible or obligated.
- 8.3 The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.
- 8.4 The Supplier will treat as confidential all data and information about the Authority, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Authority.
- 8.5 The Manufacturer/ Supplier shall provide training to minimum --- drivers and --- maintenance staff per Bus to operate the buses as well as for Intelligent Transport System fitments which are part of the Bus as per the Specifications
- 8.6 The Supplier shall have to certify the trainees for the said training programs and issue a satisfactory note at the end of training program
- 8.7 Training location shall be identified in due course of time and Authority/Client shall provide all relevant approvals for the same.
- 8.8 The manufacturer shall organise driver and mechanic training with every delivery. The Supplier shall Train a set of trainers with an aim to ensure that the said trainers will train the drivers and mechanics internally.
- 8.9 The training for driver shall cover Product familiarisation, explanation of all the functions and the practical use and training regarding eco-driving.
- 8.10 The training for mechanic shall cover charging of batteries, tyre pressure check, topping up of engine oil, changing of light bulbs, interior lighting etc. Further the mechanics shall be trained on onboard diagnosis reporting
- 8.11 The training shall also cover preventive maintenance schedules, troubleshooting and repairs related to chaises and electronic system etc

9. Patent Rights:

9.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in

the Authority's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Authority is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Authority will give notice to the supplier of such claim, if it is made, without delay.

10. Obligation of the Authority:

- 10.1 The Authority shall provide required input power for setting up of charging infrastructure
- 10.2 The Authority shall identify dedicated bus bays and identify space for setting up of Charging infrastructure
- 10.3 The Authority shall facilitate the Supplier to carry out all civil related activity inside the depot for setting up the charging infrastructure
- 10.4 The Authority will deploy the driver and conductor for daily operation of buses.
- 10.5 The Authority will also be responsible for cleaning of buses on a daily basis
- 10.6 The Authority shall be responsible for regular maintenance of vehicle with respect to Tyre maintenance and any major accident related body work.
- 10.7 The Authority shall provide space in the depot to the Supplier to store sufficient spares to maintain the bus availability time specified by the Authority
- 10.8 The Authority shall be responsible for obtaining registration, taxes and permits

11. Safety Measures

- 11.1 Supplier 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.
- 11.2 Supplier 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-Supplier or workmen working in the premises of Authority.
- 11.3 Supplier 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.
- 11.4 Supplier 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 supplier 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.

12. Statutory Requirement

- 12.1 Bus design shall meet all statutory requirements in respect of each and every item of the Bus. Supplier shall obtain type approval certificates etc for Bus & any other items from testing agencies authorized under CMVR.
- 12.2 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.
- 12.3 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.
- 12.4 Supplier 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.

13. Service Manuals and Spare Parts Catalogues

- 13.1 Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and shall be supplied without any extra charge, along with the first supply. Detailed spare parts catalogue listing all components manufactured or purchased shall be supplied without any extra charge. All manuals shall be sent to Authority in advance of dispatch of buses from manufacturer's works.
- 13.2 Supplier 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 Supplier 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.

SECTION 7: SCHEDULE OF REQUIREMENTS

Delivery Period:

1. Supplier shall deliver buses at the place/ places detailed in contract not later than the dates/ schedule provided below
2. 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. Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages, risk purchase & other provisions of the contract.
3. Supplier shall intimate Authority at least 15 days prior to any inspection at Supplier 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 Supplier. 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.

NO	DESCRIPTION	TIME LINE
1.a	Type testing/Homologation	3 months from the date of issue P.O.
1.b	Training of drivers and mechanics of Authority	
2	Supply installation, commissioning of charging infrastructure in identified areas	6 months from the date of issue of P.O.
3	One lot of buses (100 no)	3 months from the date of homologation

SECTION 8: TECHNICAL SPECIFICATION

The bus proposed to be supplied shall in general be in conformity to UBS II specification. The bus proposed shall be compliant with all the latest provisions of the relevant Central Motor Vehicle Rules and Motor Vehicle Act along with any amendments and other statutory and legal requirements as applicable for electric buses on the date of delivery/ registration of Buses. The broad technical and functional specification is provided below:

No.	Description	Mandatory Minimum Specifications to be adhered
1	Expected Minimum km of Operations/day	50/100/150/200/250
2	Bus characteristics	Maximum floor height: 400 mm/650mm/900mm
3	Propulsion system	Electrical
4	Steering system	Hydraulic Power steering with height and angle adjustment provision. Adjustable steering column
5	Suspension system	Fully pneumatic complete with ECAS/electronic management and control systems
6	Brake system	Dual circuit full air brakes, with disc type arrangements for front and rear brakes. Full pneumatic electronically controlled disc brakes with brake blending and rollback prevention system. Graduated hand controlled, spring actuated parking brakes acting on rear wheels
7	Anti-skid anti brake locking system	Required
8	Tyres	Steel radial tube-less. Size and performance as per CMVR
9	Bus dimensions (mm)	
9.a	Overall length (over body excluding bumper)	TO BE PROVIDED BY THE AUTHORITY
9.b	Overall width (sole bar/floor level-extreme points)	TO BE PROVIDED BY THE AUTHORITY
9.c	Overall height (unladen - at extreme point)	TO BE PROVIDED BY THE AUTHORITY
9.d	Front overhang	As per CMVR
9.e	Rear overhang	As per CMVR
10	Maximum turning circle radius (mm)	As per CMVR

11	Seating capacity	High back seats of cushion type minimum 35 + D + 1 WC /26+1/32+1
12	Capacity of standee passengers	As per Bus Code AIS 052 (10/15/20)
13	Door	Front and Middle as per CMVR
14	Fire depression & suppression system	As per UBS II

GENERAL SPECIFICATION

- Batteries shall be of high quality and quick chargeable with flame proof technology for passenger safety, validated by third party testing centres approved by Government of India
- The buses and batteries will be ARAI approved following AIS 049 for bus and AIS 048 for battery. ARAI approved body and battery specifications will have to be provided while submitting the bids.
- Weight of the battery will have to be provided along with the Gross Vehicle Weight of the bus.
- The buses should be environment friendly and produce zero/minimum emission as possible.
- Turning angle of the buses to be specified
- Tyres will be ARAI approved.
- Regenerative braking system required.
- Kneeling mechanism should be present.
- ITS as per UBS 2 specifications will be provided in each bus. Provision for ITS and Vehicle controller Unit (VCU) is mandatory so that they can be connected with control room GPRS for trouble shooting during breakdown of vehicle.
- ITS facility of the bidder should be available in State capital
- Dealership/ maintenance of ACs of buses should be available in Capital
- Provision of passenger information system with destination boards and announcements
- All lights including headlamps and interiors should be LED.
- Charging facility / charging stations to be provided by the Manufacturer / bidder/ vendor. Prices for charging stations will be quoted separately.
- Minimum guarantee regarding battery life will be provided by the manufacturers.
- These electric buses shall comply to the notion of Zero Emission and relevant tests clearances should be received by the Supplier from relevant authorities as mentioned in the MVA/CMVR/ AIS 131. Relevant environmental clearance Certificates should be submitted by the Supplier to the Authority.
- Vendor has to provide training to the drivers and other personnel.

SCHEDULE -1 -GUARANTEED LIFE OF A FEW AC BUS AGGREGATES

Sr. No	Item	Guaranteed life before reconditioning	
		In hrs.	In kms
1	Motor		
2	Battery		
3	Tire		
4	AC system		
a	Compressor		
b	Condenser		
c	Evaporator		
d	Demister		
e	AC Blowers		
5	ITS systems		
6	Any other system (please specify)		

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 AUTHORITY.

SCHEDULE 2. INDICATIVE LIST OF EQUIPMENT TO BE SUPPLIED BY SUPPLIER

Sr. No.	Equipment description Qty. reqd.	(in Nos.)
1.	Air compressor /N2 Generator	
2	Car Washers	
3	Brake & Clutch liner riveting machine	
4	Pedestal drilling machine	
5	Hydraulic press	
6	Electric welding machine	
7	Spray painting machine	
8	Tyre pressure gauges	
9	Hub pullers	
10	Battery pack charging station	
11	Torque wrenches	
12	Hydraulic jack	
13	Working Tables	
14	Greasing machine	
15	Gas welding machine set	
16	Battery chargers	
17	Matra jack	
18	Electric clamp meter	
19	Bench grinder	
20	Vacuum Cleaner	
21	Portable drilling machine	
22	Wheel alignment gauge	
23	Chassis stand	
24	Tool box set	

N.B.: The supplier shall fill up the above indicative list of equipment's/ machinery with appropriate quantity which they intend to maintain for maintenance and cleanliness of the buses. The above list duly filled shall be uploaded by the contractor while uploading the mandatory Pre-qualification criteria

SCHEDULE 3: 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 Supplier 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, Mansard) to Authority at the time of inspection at any stage of Bus manufacturing.

1.1.3 Random samples of items 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 Supplier shall manufacture the Bus strictly in accordance with the technical specifications of the contract. Supplier 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 premises and place to be specified by Authority or at any other unit of the Authority(Authority to specify), 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 AUTHORITY, 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 CME 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 Authority's AUTHORITY capital (place to be specified by Authority) or at any other unit of the Authority (Authority to specify) from 10-00 AM to 05-00 PM (Authority to specify) on working days. 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 5: FINAL ACCEPTANCE CERTIFICATE

(Fully Built Air-Conditioned Battery-Operated Electric Bus)

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

Requirement as per Contract

S.No.	Defect/ Deficiencies	Amount of Recovery (Rs)

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