



**INSTITUTE OF ROAD TRANSPORT  
100 FEET ROAD, TARAMANI, CHENNAI – 600 113**

**INTERNATIONAL  
COMPETITIVE  
BIDDING (ICB)**



**Request for Proposal (RFP) for Design, Manufacture and  
Supply of 1771 (nos.) BS VI, Diesel Fueled, fully built Non-  
AC Buses for various cities of Tamil Nadu, India**

**IRT Tender no.: 16/SF-Fully Built Bus/CP/IRT/2022**

**KFW reference no.: BMZ209919234/KFW508859**

**RFP Issue Date: 10/10/2022**



**KFW**

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## **PART A: DISCLAIMER**

This RFP is being issued by Institute of Road Transport, Govt. of Tamil Nadu for inviting tenders for Design, Manufacture and Supply of 1771 fully-built Non-AC Diesel buses conforming to BS VI emission norms (hereinafter called “Buses”) on such terms and conditions as set out in this RFP document, including but limited to the Technical Specifications set out in Part G: Bus Specifications of this RFP document.

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 proposal 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 their 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 financially 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 Purchase or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, or consortiums submitting a proposal.

## PART B: NOTICE INVITING TENDER (NIT)

### **Institute of Road Transport**

Regd. Office: **100 Feet Road, Taramani, Chennai 600113, Tamil Nadu, India**

**Request for Proposal (RFP) for Design, Manufacture and Supply of 1771 (nos.) BS VI, Diesel Fueled, fully built Non-AC Buses for various cities of Tamil Nadu, India**

**International Competitive Bidding (ICB) through e- procurement**

**IRT Tender no. 16/SF-Fully Built Bus/CP/IRT/2022**

**KFW reference No: BMZ209919234/KFW508859**

Institute of Road Transport (IRT), intends to purchase 1771 nos. of BSVI Diesel Non-AC buses in various cities of Tamil Nadu. Bids are invited from reputed National and International Vehicle Manufacturers with manufacturing facilities in India or abroad and possessing relevant capabilities. The RFP Document can be downloaded from [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) from **10/10/2022**. The bids shall be submitted online only with supporting documentary evidences as provided in the Instruction to Bidder in the RFP by **05/12/2022** at <https://www.mstcecommerce.com/eproc/index.jsp> by **3:00PM**. Pre-bid meeting shall be held online and physically on **31/10/2022** at **3:00 PM**. The interested bidders are requested to send queries if any to [irttaramani@gmail.com](mailto:irttaramani@gmail.com) and/or [irtcpo@gmail.com](mailto:irtcpo@gmail.com) before **28/10/2022** by **3:00PM**.

**Director**

## PART C: RFP SUMMARY

Sr. No.	Key Feature of the RFP	Provision/ Details															
1	Name of the Authority	Institute of Road Transport (IRT), Govt of Tamil Nadu															
2	Quantity and Type of Buses to be Purchased	<p>Following types of BSVI, Non-AC Diesel Fully Built Buses shall be procured through this RFP;</p> <table><tr><th>Sr. No.</th><th>Bus Type</th><th>Quantity (number of Units)</th></tr><tr><td>1</td><td>11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type I</td><td>1107</td></tr><tr><td>2</td><td>11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (NDX)</td><td>484</td></tr><tr><td>3</td><td>12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (DLX)</td><td>180</td></tr><tr><td colspan="2">Total</td><td>1771</td></tr></table> <p>a) The Tendered Quantity of each type of buses shall be distributed among the various State Transport Undertakings (STUs) of Tamil Nadu in the manner as specified in the Table 1: Clause 1: Part E of the RFP.</p> <p>b) Authority may increase or decrease the order size by maximum 25% after issue of the Letter of Acceptance/ Work Order but prior to 180 days of completion of delivery as per agreed delivery schedule. Such increase or decrease in the order size shall be on pro-rata basis in the ordered quantity of all the Bus Types as specified above.</p> <p>c) Detailed specifications of each of the above-mentioned Bus Types is provided in the Part G of the RFP.</p>	Sr. No.	Bus Type	Quantity (number of Units)	1	11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type I	1107	2	11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (NDX)	484	3	12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (DLX)	180	Total		1771
Sr. No.	Bus Type	Quantity (number of Units)															
1	11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type I	1107															
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3	12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (DLX)	180															
Total		1771															
3	Bidding Conditions (refer clause 4.1 of Part E)	<p>1. The Bidders shall be permitted to bid for any or all of the following Packages (“Package or Packages”):</p> <table><tr><th>Package number</th><th>Particular</th></tr><tr><td>Package 1</td><td>Design, Manufacture and Supply of 1107 (Nos) 11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built – Type I</td></tr></table>	Package number	Particular	Package 1	Design, Manufacture and Supply of 1107 (Nos) 11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built – Type I											
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Sr. No.	Key Feature of the RFP	Provision/ Details					
		<table><tr><td>Package 2</td><td>Design, Manufacture and Supply of 484 (Nos) 11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type II (NDX)</td></tr><tr><td>Package 3</td><td>Design, Manufacture and Supply of 180 (Nos) 12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type II (DLX)</td></tr></table>	Package 2	Design, Manufacture and Supply of 484 (Nos) 11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type II (NDX)	Package 3	Design, Manufacture and Supply of 180 (Nos) 12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type II (DLX)	
Package 2	Design, Manufacture and Supply of 484 (Nos) 11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type II (NDX)						
Package 3	Design, Manufacture and Supply of 180 (Nos) 12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type II (DLX)						
		<div>2. Bidders shall submit requisite RFP fee, Bid Security, and documents as well as details to meet the Pre-qualification and Qualification Criteria as per the requirements set forth in the RFP.</div> <div>3. Bidding as Consortium/Joint Venture is not permitted.</div> <div>4. The Bidder shall submit separate Price Bids for each of the Package for which the Bid is Submitted, otherwise the bid will be summarily rejected.</div> <div>5. The Bids which are found to be Responsive as per pursuant to the provision of the RFP and meeting Pre-qualification and Qualification Criteria during the Technical Bid Evaluation shall be considered eligible for Opening of Price Bids.</div> <div>6. Price Bids for each Package shall be opened consecutively in the numerical order (i.e., Price Bids for Package 1 shall be opened first).</div>					
4	Pre-Qualification Criteria (refer clause 4.6.1 of Part E)	<div>1. The Bidder should be legally competent to enter into a contract as per prevailing laws of India or abroad, and must be either:<div><div>(i) a company incorporated under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), or</div><div>(ii) an LLP incorporated under Limited Liability Partnership Act, 2008/Companies Act 2013, or</div><div>(iii) a registered partnership firm or</div><div>(iv) a registered proprietary firm in India or</div><div>(v) a Central or State Government -Owned Entity being legally and financially independent and operate under commercial law. or.</div><div>(vi) A company incorporated under the applicable law of any other country.</div></div></div>					

Sr. No.	Key Feature of the RFP	Provision/ Details
		<ol style="list-style-type: none"> <li>2. Bidder shall have a Bus manufacturing facility in India or abroad. In case of a Foreign Bidder, it shall be required to demonstrate contractual relationship with an authorized representative/agency/dealership who has been in the business of after sales services of the similar vehicles for the last 5 years in India preceding the bid due date.</li> <li>3. Further, as a Pre-Qualification requirement, all the Bidders shall be required to submit an undertaking on a stamp paper of relevant value to set up after sale service network and spare parts inventory space in Tamil Nadu at the time of delivery of first lot of contracted buses to the Authority if a service network is not available in Tamil Nadu.</li> <li>4. The Bidder shall have obtained type approval certificate for at least one BS VI Diesel fueled Bus variant from the authorized agencies under CMVR 1989 in India or equivalent statutory provisions abroad.</li> <li>5. The Bidder shall have valid certificates complying in ISO 9001, ISO 14001 and OHSAS 18001/ ISO 45001 requirements as on Bid Due Date.</li> <li>6. The Bidder shall not have been blacklisted or barred from carrying out its business by any Regulator /Government Authority/Court of Law, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India at the time of Due Date of Submission. In this regard, a self-attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure 6: Anti-Blacklisting Certificate</li> <li>7. Bidder shall not have a conflict of interest (the "Conflict of Interest") as per the provisions of the RFP that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.</li> <li>8. Bidder shall not be under suspension by the purchaser and or any Government Agency.</li> <li>9. Bidder shall not have been bankrupt, being wound up or under cease of business, are having their activities administered by courts, have entered into receivership, or are in any such equivalent situation;</li> <li>10. The Bidder is not convicted by a final judgement or a final administrative decision or subject to financial sanctions by the</li> </ol>

Sr. No.	Key Feature of the RFP	Provision/ Details
		<p>United Nations or any other Competent Government globally for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;</p> <p>11. The Bidder is not convicted by a final court decision or a final administrative decision by a court, globally or national authorities in India or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;</p> <p>12. The Bidder shall have fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or in India.</p> <p>13. The Bidder is not subject to an exclusion decision of the World Bank or any other multilateral development bank and is listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank in last 5 years unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction.</p> <p>14. Bidding by one or more entities forming a consortium is not permitted. Bidders representing consortiums/ joint ventures are not eligible for submitting their Bid in response to this RFP Document. Furthermore, brokers, sub-contractors, dealers and intermediaries are not permitted to submit any Bids on behalf of other entities.</p> <p>15. The Bidder shall have submitted the undertaking complying with KfW eligibility requirements as Annexure 11: Declaration of Undertaking</p>



Sr. No.	Key Feature of the RFP	Provision/ Details				
5	<b>Qualification Criteria</b> <i>(refer clause 4.6.2 of Part E)</i>	<p><b>1. Technical Capacity/Similar Experience</b></p> <p>Following shall be the Technical Capacity Criteria for each Package.</p> <table><tr><th>Packages <i>(as per Sr.no. 3 of the RFP Summary)</i></th><th>Technical Capacity Criteria</th></tr><tr><td><b>Package 1, Package 2, and Package 3</b></td><td>Bidder shall be engaged in manufacture and supply of minimum Average 1700, having Floor Height &gt; 400 mm Diesel Fueled Internal combustion (IC) Engine propelled Fully-built Buses cumulatively in any three years of last 10 Financial Years preceding the bid date in India or abroad.</td></tr></table> <p>For avoidance of any doubt, it is clarified that there is a single Technical Capacity Criteria for Package 1, 2, and 3 even if the bid is submitted for one package (out of Package 1,2, and 3) or all the three packages together.</p> <p>Bidder shall submit copies of Purchase Orders/ Letter of Awards/ Agreements along with Annexure 3: Format for Performance Statement as documentary evidences, along with the technical Bid. The Bidders are also required to submit a list of Bus Manufacturing Plant(s) along with address and photographs. The above submission shall be accompanied by a certificate from the Statutory Auditor showing installed and utilized annual Bus manufacturing capacity demonstrated by the Bidder for each year in last 10 Financial Years preceding the due date of bid submission as per the format provided in Annexure 2: General Information of the Bidder.</p> <p><b>2. Financial Capacity</b></p> <p>Following shall be the Financial Capacity Criteria for all the Three (3) packages.</p>	Packages <i>(as per Sr.no. 3 of the RFP Summary)</i>	Technical Capacity Criteria	<b>Package 1, Package 2, and Package 3</b>	Bidder shall be engaged in manufacture and supply of minimum Average 1700, having Floor Height > 400 mm Diesel Fueled Internal combustion (IC) Engine propelled Fully-built Buses cumulatively in any three years of last 10 Financial Years preceding the bid date in India or abroad.
Packages <i>(as per Sr.no. 3 of the RFP Summary)</i>	Technical Capacity Criteria					
<b>Package 1, Package 2, and Package 3</b>	Bidder shall be engaged in manufacture and supply of minimum Average 1700, having Floor Height > 400 mm Diesel Fueled Internal combustion (IC) Engine propelled Fully-built Buses cumulatively in any three years of last 10 Financial Years preceding the bid date in India or abroad.					

Sr. No.	Key Feature of the RFP	Provision/ Details	
		<b>Packages (as per Sr.no. 3 of the RFP Summary)</b>  <b>Package 1</b> <b>Package 2 and</b> <b>Package 3</b>	<b>Financial Capacity Criteria</b>  i. Annual Average Turnover from vehicle manufacturing only minimum INR 2,500 Crore in last three financial years starting from 2020-21. 2019-20, 2018-19.  ii. A net-worth of minimum INR 300 Crores as on the last day of the financial year preceding the due date of submission of Bid.  <i>For the purposes of this RFP net worth (the "Net Worth") shall mean Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)</i>
		<p>For avoidance of any doubt, it is clarified that there is single Financial Capacity Criteria for all Packages even if the bid is submitted for one package or all the three packages together.</p> <p>The bidder must provide evidence of meeting the Financial Capability/Qualification criteria in equivalent Indian Rupees certified by a Chartered Accountant registered in India or Certification by foreign based reputed chartered accountant firms.</p>	
6	<b>Award Criteria</b> <i>(refer clause 5.5 of Part E)</i>	<p>The Bidder(s):</p> <ul style="list-style-type: none"> <li>(i) adjudged as responsive in terms of Clause 5.2.2,</li> <li>(ii) meeting the Pre-Qualification and Qualification Criteria as provided in Clause iv; and</li> <li>(iii) whose price quote offered, on evaluation has been determined to be the lowest (L-1) acceptable offer for respective Packages, shall be considered as the "Preferred Bidder(s)" for the given Package(s).</li> </ul> <p>The Authority may hold further negotiation with the Preferred Bidder before the assignment of Letter of Acceptance.</p> <p>There shall be no split in the Contract within the Package for Design, Manufacturing and Supply of buses.</p>	

Sr. No.	Key Feature of the RFP	Provision/ Details
7	Date of issue of RFP	<b>10/10/2022</b>
8	Authority contact person, and details for /download of RFP Document, seeking clarifications, Submission and Opening of Bids	<p>The Director, IRT 100 Feet Road, Taramani, Chennai - 600113</p> <p>URL for downloading the RFP:</p> <p>1) <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>, 2) <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a></p> <p>Email address for correspondence: <a href="mailto:irttaramani@gmail.com">irttaramani@gmail.com</a> and/or <a href="mailto:irtcpo@gmail.com">irtcpo@gmail.com</a></p>
9	Last date and time for submission of queries/ clarifications	<b>28/10/2022 at 3:00 PM (IST)</b> at <a href="mailto:irttaramani@gmail.com">irttaramani@gmail.com</a> and/or <a href="mailto:irtcpo@gmail.com">irtcpo@gmail.com</a> .
10	Date, Time and place of Pre-Bid Meeting	<p><b>31/10/2022 at 3:00 PM (IST)</b></p> <p>Pre-Bid meeting will be held physically as well as online simultaneously.</p> <p>The Pre-Bid meeting will be held offline / physically at: Institute of Road Transport, 100 Feet Road, Taramani, Chennai – 600113</p> <p>The prospective bidders those who want to participate online can submit their authorized e-mail ID at <a href="mailto:irttaramani@gmail.com">irttaramani@gmail.com</a> and/or <a href="mailto:irtcpo@gmail.com">irtcpo@gmail.com</a> through mail, requesting participation in the pre bid meeting.</p> <p>The authority will share the URL to the online platform with the interested bidders 2 days prior to the pre bid meeting.</p>
11	Last date & time of Online Submission of Technical and Price Bid	<p><b>Online Submission:</b> The Technical Bid along with the scanned copy of the RFP Fees and EMD and Price Bid shall be submitted online on or before <b>05/12/2022 at 3:00 PM (IST)</b> at <a href="https://www.mstcecommerce.com/eproc/index.jsp">https://www.mstcecommerce.com/eproc/index.jsp</a>.</p>
12	Last Date & time of Physical Submission of RFP fee and EMD/ Bid Security	<p><b>Physical Submission:</b> RFP Fee and EMD/Bid Security can be submitted physically on or before <b>07/12/2022 at 3:00 PM (IST)</b> at the following address:</p> <p>Institute of Road Transport, 100 Feet Road, Taramani, Chennai – 600113.</p>

Sr. No.	Key Feature of the RFP	Provision/ Details												
		<p>The Physical submission can be made through RPAD/ Speed Post only and shall be as per the instructions specified in Clause 4.19.1.</p> <p>Submission of the Technical Bid and Price Bid in Physical Format shall be treated as non-responsive and shall be summarily rejected.</p>												
13	Date & Time of Online opening of Technical Bid	<b>07/12/2022 at 3:30 PM (IST)</b> at Institute of Road Transport, 100 Feet Road, Taramani, Chennai – 600113.												
14	Date and Time of online Opening of Price Bid	To be intimated later to the Bidders meeting the eligibility and qualification criteria.												
15	Cost of RFP/RFP Fees (refer clause 4.5.1 of Part E)	INR. 17,700/- (In words INR. Seventeen Thousand Seven Hundred Only) To be Submitted either through net-banking in the bank account designated in Sr. No. 16 below or in form of Demand Draft in favour of “The Director, IRT”, Chennai. The payment made towards cost of RFP is non-refundable.												
16	Bid Security Amount / Earnest Money Deposit (EMD) (refer clause 4.5.2 of Part E)	<p>Amount of Bid Security/EMD for each package shall be as follows;</p> <table border="1"> <thead> <tr> <th>Package no.</th><th>Amount of Bid Security (In Figures INR)</th><th>Amount of Bid Security (In Words)</th></tr> </thead> <tbody> <tr> <td><b>Package 1</b></td><td>5,00,00,000/-</td><td>INR Five Crore Only</td></tr> <tr> <td><b>Package 2</b></td><td>2,00,00,000/-</td><td>INR Two Crore Only</td></tr> <tr> <td><b>Package 3</b></td><td>75,00,000/-</td><td>INR Seventy-Five Lakh Only</td></tr> </tbody> </table> <p>The Bidder shall provide separate Bid Security for the respective Package(s) for which the bid has been submitted.</p> <p>The Bid Security/ EMD shall be submitted in form of Demand Draft (DD) in favour of “The Director, IRT” from Nationalized or Scheduled Banks in India, payable at Chennai (or) as Real Time Gross Settlement (RTGS)/ Net-banking on or before the due date of submission of bids. In the case of RTGS/ Net-Banking, the amount has to be sent to following bank account on or before the due date of submission of bids.</p> <p><b>Name of the Account Holder:</b> Institute of Road Transport  <b>Bank Name:</b> Canara Bank  <b>Branch Name:</b> Thiruvanmiyur Branch  <b>Account Number:</b> 2649101000360  <b>IFSC Code:</b> CNRB0002649</p>	Package no.	Amount of Bid Security (In Figures INR)	Amount of Bid Security (In Words)	<b>Package 1</b>	5,00,00,000/-	INR Five Crore Only	<b>Package 2</b>	2,00,00,000/-	INR Two Crore Only	<b>Package 3</b>	75,00,000/-	INR Seventy-Five Lakh Only
Package no.	Amount of Bid Security (In Figures INR)	Amount of Bid Security (In Words)												
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<b>Package 2</b>	2,00,00,000/-	INR Two Crore Only												
<b>Package 3</b>	75,00,000/-	INR Seventy-Five Lakh Only												

Sr. No.	Key Feature of the RFP	Provision/ Details
17	<b>Performance Security</b> <i>(refer clause 5.8.4 of Part E and Clause 4 - Schedule 2 of Part F)</i>	<p>10% of the total Contract Value of Buses allotted to respective STUs under each Package. The Performance Security shall be submitted in form of Bank Guarantee in favour of “Managing Directors of Respective STUs” from Nationalized or Scheduled Banks in India, payable at Chennai.</p> <p>The bank guarantee towards Performance Security equal to 10% of total Contract value shall be in force and valid till the expiry of Complete Bus Warranty period for the Buses as specified in the (Sr. No. 21, Point A of RFP Summary). The Contractor shall refurbish a fresh Performance Security or reduce the security amount to 5% of the Contract value with extended time period ending after 30 days of expiry of the Structure Warranty as per Sr. No. 21, Point B of RFP Summary and as extended for a suitable period by the Contractor in case of any extension of Contracted Delivery Schedule.</p> <p>In case, the availability of Bank Guarantee from the banks for the length of the Contract is difficult to obtain, the initial Bank Guarantee maybe submitted valid for a period of 2 (two) years, and which shall have to be renewed for similar tenure, 45 (forty five) days before its expiry. The Bank Guarantee towards Performance Security shall be renewed in above manner up to the end of the time period provided in the para above.</p>
18	<b>General Instruction to International Bidders with reference to submission of banking instruments towards RFP fee, EMD and Performance security</b>	<p>In case the Bank Guarantee or Demand Draft is issued by a foreign Bank outside India, confirmation of the same by a Nationalized or Scheduled bank shall be required. Such Bank Guarantee or Demand Draft shall be encashable at Chennai branch of the conforming Nationalized or Scheduled bank.</p>
19	<b>Prototype inspection and Delivery Schedule</b> <i>(refer clause 9 and 11 of Part F)</i>	<p>Following shall be the schedule for Prototype Bus Inspection and Delivery of 1771 (nos.) BSVI diesel buses.</p> <p><b>A. Prototype Bus Inspection Schedule</b></p> <ol style="list-style-type: none"> <li>Prototype Bus Inspection shall be carried out in stages as specified in the Clause 9.1: Schedule 2: Part F of the RFP.</li> <li>The Prototype inspections shall be carried out in the ascending numerical order of the Packages awarded to the Successful Bidder(s).</li> </ol>

Sr. No.	Key Feature of the RFP	Provision/ Details
		<p>iii. <b>If a Contractor is awarded with Single Package.</b></p> <ul style="list-style-type: none"> <li>○ <b>First Stage:</b> The structure assembly inspection of the Prototype Bus of the Bus Type specified under the awarded Package shall be carried out within 30 days from the date of Purchase Order.</li> <li>○ <b>Second Stage:</b> Inspection of Fully Built Prototype Bus of the Bus Type specified under the awarded Package shall be carried out within 30 days of the completion of Structure Inspection (First Stage).</li> </ul> <p>iv. <b>If a Contractor is awarded with Multiple Packages.</b></p> <ul style="list-style-type: none"> <li>○ <b>First Stage:</b> The structure assembly inspection of the Prototype Bus of the Bus Type specified under the awarded Package which is being first in numerical order shall be carried out within 30 days from the date of Purchase Order.</li> </ul> <p>Structure assembly inspection of the Prototype Bus for next Package in order shall be conducted after 10 days from the completion of Structure inspection of the previous Package. For example: Structure Inspection of Package 2 shall be scheduled within 10 days of completion of Structure Inspection for Package 1.</p> <ul style="list-style-type: none"> <li>○ <b>Second Stage:</b> Inspection of Fully Built Prototype Bus of the Bus Type specified under the awarded Package which is being first in numerical order shall be carried out within 30 days of the completion of Structure Inspection (First Stage).</li> </ul> <p>Fully Built stage inspection of the Prototype Bus for next Package in order shall be conducted after 10 days from the completion of Fully Built inspection of the previous Package. For example: Fully Built Prototype Bus Inspection of Package 2 shall be scheduled within 10 days of completion of Fully Built Inspection for Package 1.</p> <p><b>Delivery Schedule</b></p> <ul style="list-style-type: none"> <li>i. The Delivery shall commence after 30<sup>th</sup> day from the date of Approval of Prototype Bus for the respective Package awarded to the Contractor(s).</li> <li>ii. The Contractor(s) shall deliver Fully Built Buses awarded under the respective Packages at the rate of 300 Buses per Month at the Designated Locations of respective STUs of TNSTC as per clause 11.2 of Part F of the RFP.</li> <li>iii. In case of Contractor(s) winning multiple Packages, the monthly contingent of 300 buses shall consist of Buses from all the awarded Packages in proportion to the size of each Package. For the avoidance of any doubt, following example can be</li> </ul>

Sr. No.	Key Feature of the RFP	Provision/ Details																				
		<p>referred to understand above requirement assuming all the packages are awarded to single bidder.</p> <p><u>Example:</u></p> <table><tr><th>Packages</th><th>No. of Buses under each Package</th><th>Proportion of each Package in total contracted buses</th><th>The buses to be supplied per month</th></tr><tr><td>1</td><td>1107</td><td>63%</td><td>188</td></tr><tr><td>2</td><td>484</td><td>27%</td><td>82</td></tr><tr><td>3</td><td>180</td><td>10%</td><td>30</td></tr><tr><td>Total</td><td>1771</td><td>100%</td><td>300</td></tr></table> <p>iv. In case of Contractor(s) winning single Package, the delivery schedule (in terms of number of months and days) shall be decided using following formula;</p> <ul style="list-style-type: none"><li>○ <b>Total Months required for Completion Delivery</b> = <i>(Number of Buses per Package)/300 No. Buses per Month</i></li><li>○ <b>Total Days required for Completion Delivery</b> = <i>[(Number of Buses per Package)/300 No.</i></li></ul>	Packages	No. of Buses under each Package	Proportion of each Package in total contracted buses	The buses to be supplied per month	1	1107	63%	188	2	484	27%	82	3	180	10%	30	Total	1771	100%	300
Packages	No. of Buses under each Package	Proportion of each Package in total contracted buses	The buses to be supplied per month																			
1	1107	63%	188																			
2	484	27%	82																			
3	180	10%	30																			
Total	1771	100%	300																			
20	<b>Payment Terms</b> <i>(refer clause 16 of Part F)</i>	A single payment of 100% of the Value of Buses delivered will be made within 45 days from the date of Final Acceptance Certificate as per Clause 16 of GCC upon submission of the required documents and invoices by the Contractor.																				
21	<b>Warranty Period</b> <i>(refer clause 39 of Part F)</i>	<p>A. Complete Bus Warranty Period for any manufacturing Defect in design, material, propulsion system, components, major subsystems and workmanship of the Fully Built Buses, except the Bus structure and the onboard ITS equipment (“Complete Bus Warranty Period”) shall be as 24 calendar months or 2,50,000 Km per Bus whichever is later from the issuance of the Final Acceptance Certificate.</p> <p>B. Additional Warranty for any manufacturing Defect in design, material and workmanship of the <b>Bus structure</b>, structural elements of the suspension and engine cradle of all Bus Types shall be 9 years or 9,90,000 km per Bus whichever is later from the issuance of the Final Acceptance Certificate (“Structure Warranty Period”).</p>																				

Sr. No.	Key Feature of the RFP	Provision/ Details												
		C. Additional Warranty for any manufacturing Defect in design, material and workmanship in the onboard ITS equipment shall be 9 years (2 years warranty + 7 years of extended warranty) from the issuance of the Final Acceptance Certificate as per the provision of the RFP ("ITS equipment Warranty Period").												
22	<b>Assured Fuel Efficiency During Warranty Period</b> (refer clause 40 of Part F)	<p>A. The Contractor shall be responsible in achieving minimum average fuel efficiency in terms of Km per Litre of Diesel/HSD oil which shall be determined for each Type of Bus during the Complete Bus Warranty Period as per their respective operation conditions as per provisions specified below; ("<b>Assured Fuel Efficiency</b>");</p> <p>Following are the values of minimum average fuel efficiency derived based on empirical records available with TNSTC.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Bus Type</th><th>Minimum Average Fuel Efficiency (Km/Liter)</th></tr> </thead> <tbody> <tr> <td>1</td><td>11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type I</td><td>4.35</td></tr> <tr> <td>2</td><td>11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (NDX)</td><td>5.25</td></tr> <tr> <td>3</td><td>12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (DLX)</td><td>5.25</td></tr> </tbody> </table> <p>B. In addition to above, the Contractor/Successful Bidder shall be required to submit the test results for each type of Buses awarded to it, carried out based on Indian Driving Cycle (IDC), published by Ministry of Roads Transport and Highways (MoRTH), Govt of India from ARAI, CIRT or another equivalent institute specified in the CMVR to validate fuel efficiency of the Buses being offered under this RFP by the Contractor. Such submission shall be made strictly at the time of the Prototype Inspection of each package of buses awarded to the Contractor(s) /Successful Bidder(s).</p> <p>C. The Authority shall consider the assured fuel efficiency value as per point (A) above or as per the IDC value submitted by the bidder as per point (B) above, whichever is higher.</p>	Sr. No.	Bus Type	Minimum Average Fuel Efficiency (Km/Liter)	1	11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type I	4.35	2	11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (NDX)	5.25	3	12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (DLX)	5.25
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Sr. No.	Key Feature of the RFP	Provision/ Details						
		Upon non-submission of the IDC result, the Authority shall not approve the Prototype Buses.						
23	<b>Liquidated Damages</b> (refer clause 29.4 of Part F for LDs on delay in completion and clause 39 and 40 of Part F for LDs for not meeting warrantee Condition and assured fuel efficiency)	<p><b>Liquidated damages (LDs) for delay in completion of delivery:</b></p> <ol style="list-style-type: none"> <li>If the Contractor fails to complete the Delivery of Buses within the timeline provided in the Delivery Schedule(s) specified in the contract, the Authority shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages @ 0.5% per each week of delay or part thereof of the total value of the buses whose supply has been delayed (inclusive of duties &amp; taxes), which the Contractor has failed to deliver within the period fixed for the respective lot of buses in the delivery schedule.</li> <li>The amount of pre estimated liquidated damages to be charged under the contract, in terms of Clause 29.4 of General Conditions of Contract (GCC) shall not exceed 10% of the total value of contract.</li> <li>The LDs for delay in delivery of buses shall be deducted from the payment due to the Contractor, as per the provision of the Contract.</li> </ol> <p><b>Liquidated Damages for not meeting Complete Bus Warranty Conditions and Structure Warranty Conditions:</b></p> <ol style="list-style-type: none"> <li>If the Contractor fails to adhere to the timelines for rectification of defects as specified in the clause 39.3 and 39.4 of Part F, the Authority shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages at 100% of the Average Daily Revenue (for the last 30 days of operation) per bus per day of delay in rectification of defect from the Performance Security.</li> <li>If the Contractor fails to adhere the Service Levels Agreements and performance parameters (SLA) as specified in the clause 39.4 of Part F, the Authority shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages from the Performance Security as follows:</li> </ol> <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Component</th><th>Liquidated Damages</th></tr> </thead> <tbody> <tr> <td>1</td><td>On-Bus AVLS</td><td> <ul style="list-style-type: none"> <li>Under Lower Performance – a penalty of INR 200 and</li> </ul> </td></tr> </tbody> </table>	Sr. No.	Component	Liquidated Damages	1	On-Bus AVLS	<ul style="list-style-type: none"> <li>Under Lower Performance – a penalty of INR 200 and</li> </ul>
Sr. No.	Component	Liquidated Damages						
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Sr. No.	Key Feature of the RFP	Provision/ Details			
					<ul style="list-style-type: none"> <li>• Under Critical Breach – a penalty of INR 300 shall be imposed.</li> </ul>
		2	AVLS OBU/SCU - availability for all functions which includes availability of all associated components like BDC, Microphone, Bus PAS system (4G/GPRS connection availability is excluded from this)		Unavailability of any of the listed component for the one month - a penalty of INR 100 shall be imposed.
		3	On-Board AVLS Unit where immediate corrective action is required		Delay in rectification of defects as specified in the clause 39.4 of Part F, a penalty of INR 1000 per device per day shall be imposed.
		4	PIS System - Display & Announcement of the Route/ Next Stop Details in the On-Board AVL devices and Correctness of Display fields - Line number & Destination, Via destination, Trip related text message		For every occurrence of unavailability of any of the listed facility, a penalty of INR 100 per device shall be imposed.
		5	PIS display or its associated wiring harness		Delay in rectification of defects as specified in the clause 39.4 of Part F, a penalty of INR 1000 per device per day shall be imposed.
		6	Over the Air Updating – Updating the Firmware Files to all installed OBUs		For delay in every remaining bus OBITS System firmware update as specified in clause 39.4 of Part F,  <ul style="list-style-type: none"> <li>• Under Lower Performance - a penalty of INR 200 per device per day shall be imposed</li> </ul> Under Critical Breach – a penalty of INR 300 per device per day shall be imposed

Sr. No.	Key Feature of the RFP	Provision/ Details			
			7	<div> <div>Route/ Route Part Updating</div> <div> <p>For delay in every remaining bus OBITS System firmware update as specified in clause 39.4 of Part F,</p> <ul style="list-style-type: none"> <li>Under Lower Under Lower Performance - a penalty of INR 50 per device per day shall be imposed</li> </ul> <p>Under Critical Breach – a penalty of INR 100 per device per day shall be imposed</p> </div> </div>	
		<p><b>Liquidated Damages for not maintaining Assure Fuel Efficiency:</b></p> <ol style="list-style-type: none"> <li>The Authority shall calculate average minimum Fuel Efficiency of the entire fleet of each Type of Bus on every monthly anniversary of the date of their Commissioning till expiry of the Warranty Period.</li> <li>In case the collective average minimum Fuel Efficiency of entire fleet of a particular Bus Type is found to be lower by 5% than the Assured Fuel Efficiency, The Authority, without any prejudice to the Contractor, shall recover amount equal to the excess fuel consumed with respect to the provision above as Liquidated Damages from the Performance Security by encashing the part of the Bank Guarantee.</li> <li>The Contractor shall immediately replenish the bank guarantee for Performance Security at its original limit by furnishing fresh Bank Guarantee as per the provision of the RFP.</li> </ol> <p><b>Liquidated Damages for failing to setup After Sales Network and Spare Parts Inventory</b></p> <p>Upon failing to setup of after sales network within the timeline specified in Clause 9.7 of Part F of the RFP, the Authority shall provide a time period of additional 30 days to the contractor as a remedial period to fulfill such obligations. During the remedial period, the Authority shall collect 0.33% of the Performance Security of the relevant Package on per day basis as Liquidated Damages.</p>			

## PART D: DEFINITIONS AND ABBREVIATIONS

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

**“Arbitration Tribunal”** shall have meaning as ascribed in the clause 0 of Schedule 2: Part of the RFP.

**“ARAI”** Automotive Research Association of India, Pune, India.

**“Associate”** shall mean in relation to the Bidder, a firm which controls the Bidder (i.e., Parent) or is controlled by the Bidder (i.e., subsidiary), or is under the common control with the Bidder (i.e., sister concern). The expression “control” means, with respect to a firm which is a company, cooperative or a corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of the firm in question. In case of partnerships, the expression “control” shall mean, rights to at least 51% of the profits of the partnership in question and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

**“Assured Fuel Efficiency”** shall mean the mileage in terms of km per liter as provided in the clause 40 of Schedule 2: Part F of the RFP.

**"Authority"** means Officer In charge or authorized representatives appointed by any of the following department, units and institutes of Govt of Tamil Nadu for the Project with reference to execute the power, responsibilities and obligations of the Authority set forth in the RFP.

Sr. No.	Responsibilities and Obligations as per the RFP	Authority
1	Finalization and submission of Final draft RFP, Obtaining No-Objection approval from KfW, Issuance of the RFP, Conducting Prebid meeting, carryout the bid evaluation, selection of Successful Bidder, Conducting Pre-award Discussion (if any) Issuance of LOA and Coordination and contract management.	Institute of Road Transport (IRT)
2	Signing of Contract, issuance of Purchase Order and management and enforcement of contract.	Managing Director of the respective STUs.
3	Payment to the Contractor against supply of Buses	Joint Managing Director, TamilNadu Transport Development Finance Corporation Ltd. (TDFC Ltd.)

4	Dispute Resolution	Managing Director of the respective STUs and Institute of Road Transport (IRT)
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**“Authority Website”** means the following URL [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in).  
[www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)

**“Authority’s Event of Default”** shall have meaning as ascribed in the clause 43 of Schedule 2: Part F of the RFP.

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

**“Bid Validity Period”** shall mean the time period starting from the bid due date for which the technical and price bids submitted by the Bidders shall be considered valid.

**“Bidder”** means a company/ Partnership/ Proprietary Firm registered in India or abroad, engaged in the manufacture and supply of fully built buses and who has submitted a Bid to the Authority in response to this RFP.

**“Bidding Process”** shall have meaning as ascribed in the clause 4.1 of Part E of the RFP.

**“BIS”** Bureau of Indian Standards.

**“Buses”** for the purpose of this RFP shall have the meaning given in Clause 3.1.1 of Part E (ITB).

**“Bus Bodybuilding Facility”** shall mean the plant, facility etc. owned by the Contractor or its Associates which shall not only have in-house facility for building a complete bus and its sub-assemblies or aggregates, but shall also have capability to design and develop bus bodies.

**“CIF”** shall mean Cost, Insurance and Freight as specified in the prevailing INCOTERMS

**“CIRT”** The Central Institute of Road Transport, Pune, India.

**“Commissioning”** shall mean successful testing of operable condition by the Contractor of the delivered Contracted buses at the Designated Locations for Delivery of Buses.

**“Conflict of Interest”** shall have meaning as ascribed in the clause 4.9 of Part E of the RFP.

**“Contract”** means collectively the cover agreement as provided in Part F along with all Schedules thereto and the RFP Document.

**“Contract Value / Contract Price”** means sum total of the supply cost (inclusive of all taxes, Insurance, transit cost and any other cost applicable for delivery of buses at designated location) of Contracted Buses.

**“Contracted Bus(es)”** are total number of Buses to be supplied by the Contractor under the Package(s) awarded to it as per the provisions of the RFP .

**“Contractor”** shall have meaning as ascribed in the recital of Part F of the RFP.

**“Contractor’s Event of Default”** shall have meaning as ascribed in the clause 42 of Schedule 2: Part F of the RFP.

**“DDP”** shall mean ‘Delivered Duty Paid’ as specified in the prevailing INCOTERMS.

**“Deadline for Submission of Bids/tenders”** shall mean the last date and time for receipt of Bids as set-forth in Part B of this RFP under the heading “ Notice Inviting Tender” or such other date / time as may be decided by Authority in its sole discretion and notified to the Bidders by dissemination of requisite information in this behalf on the Authority Website [www.tenders.tn.gov.in/](http://www.tenders.tn.gov.in/) [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) and / or in writing either by email or by facsimile or by registered post.

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

**“Delivery Schedule”** shall have the meaning specified in the Sr. No. 19 of RFP Summary and clause 11 of Schedule 2: Part F of the RFP.

**“Designated Locations for Delivery/ Destination”** shall be locations as specified in the clause 11.2 of Schedule 2: Part F of the RFP for delivery of the Contracted Buses.

**“Dispute”** shall have meaning as ascribed in the clause 48 of Schedule 2: Part F of the RFP.

**“Earnest Money Deposit/Bid Security”** shall have the meaning ascribed to it in Clause 4.5.2 of Instructions to Bidders (ITB).

**“Effective Date”** of the Contract shall mean the date on which the ‘Letter of Acceptance’ (LOA) is dispatched by the Authority.

**“Final Acceptance Certificate”** shall have meaning as ascribed in the clause 15.1 of Schedule 2: Part F of the RFP.

**“Foreign Bidder”** shall mean a company incorporated in a foreign country to India.

**“Fully Built Bus(es)”** shall mean a complete Bus, constituting chassis, structure assembly, Interior and exterior paneling, sub systems, aggregates and critical components of the Bus(es), designed, manufactured/assembled and tested at Contractor’s or its Associates’ Vehicle manufacturing or Bus Bodybuilding facilities.

**“Government”** means the Government of Tamil Nadu (GoTN).

**“I-CAT”** International Centre for Automotive Technology, Manesar, India.

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

**“Inspections”** means as provided in the Clause 9 of GCC which forms Schedule 2 in the Part F of the RFP Document.

**“IRT”** means Institute of Road Transport, Chennai.

**“KFW”** means Kreditanstalt Fuer Wiederaufbau, a German state-owned investment and development bank, based in Frankfurt.

**“Letter of Acceptance”** (LOA) shall have meaning as ascribed in the clause 5.7 of Part E of the RFP.

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

**“Material”** means anything used in the manufacture or fabrication of the buses.

**“NABL”** National Accreditation Board for Testing and Calibration Laboratories.

**“No Objection from KfW”** shall mean notification/communication issued by KfW to the PEA/Authority for the various stages of Bidding Process as provided in the clause 2.12 of Part E of the RFP.

**“Officer In-charge”** means the person duly authorized by the Authority to execute the Bid Process and sign correspondence and the Contract on behalf of the Authority, The Director IRT shall be the Officer In charge for the tender document

**“Packages”/ “Package”** shall mean the Bus Type wise packages as ascribed in Sr. No 3: Part C: RFP Summary.

**“Party”** when used as a singular word shall refer to either The Authority or the Contractor while when used in plural form i.e., **“Parties”** it shall collectively refer to the Authority and the Contractor.

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

**“PEA”** means Project Execution Agency which is Department of Transport, Govt of Tamil Nadu with reference to the RFP

**“Performance Security”** shall have meaning as ascribed in the clause 5.8.4 of Part E of the RFP and clause 4 of Schedule 2: Part F of the RFP.

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

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

**“PIU”** Project Implementation Unit created by PEA for implementation of Climate-friendly Urban Mobility” programs through procurement of 2,213 Diesel buses and 500 Electric buses.

**“Preferred Bidder”** shall have meaning as ascribed in the clause 5.5.1 of Part E of the RFP.

**“Price Bid”** shall have meaning as ascribed in the clause 4.1.1 of Part E of the RFP.



**“Purchase Officer”** means the official signing the “Letter of Acceptance” and includes any officer who has authority to execute relevant Contract on behalf of the Authority.

**“Purchase Order”** shall be issued by respective STUs after signing of the Contract as specified in the clause 5.8.4 of Part E of the RFP.

**“Remedial Period”** shall have meaning as ascribed in the clause 44.1 of Schedule 2: Part F of the RFP.

**“RFP” and/ or “RFP Document”/ and or tender/ Bid document** means this RFP document comprising of a number of Parts/ sections/ clauses etc. namely Disclaimer, Brief Overview, Notice Inviting Tender (NIT) and Key Details, Definitions and Abbreviations, Instructions to Bidders (ITB), General Conditions of Contract (GCC), Schedule of Requirements (SOR), Technical Specifications (TS), Authority’s response to Prebid Queries including Corrigendum or Addendum to the RFP, if any, Techno-Commercial Evaluation Proformas (TCEP), Price Schedule (PS) and Bid Forms, Annexures and other Formats and any applicable Schedules thereto, **“Test”** means such test(s) as is/ are prescribed by the Authority or considered necessary by the Inspecting Officer whether performed or carried out by the Inspecting Officer or any agency acting under the direction of the Authority/ Inspecting Officer;

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

**“Signed”** includes stamped.

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

**“STUs”** shall mean the Tamil Nadu State Transport Undertakings providing services in the cities of Chennai, Villupuram, Salem, Coimbatore, Kumbakonam, Madurai and Tirunelveli

**“Successful Bidder(s)”** shall have meaning as ascribed in the clause 5.7.1 of Part E of the RFP.

**“Technical Bid”** shall have meaning as ascribed in the clause 4.1.1 of Part E of the RFP.

**“Types of Buses”** means types of buses as ascribed in the Sr. No 2: Part C: RFP Summary.

**“Warranty”** shall have meaning as ascribed in the clause 39 of Schedule 2: Part F of the RFP.

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

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

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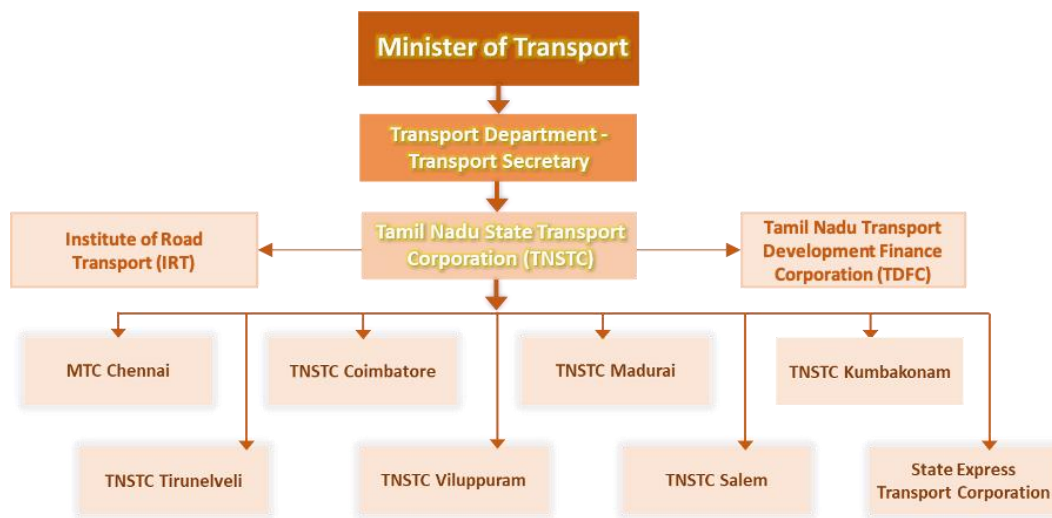
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## PART E: INSTRUCTIONS TO BIDDERS (ITB)

### 1. Background

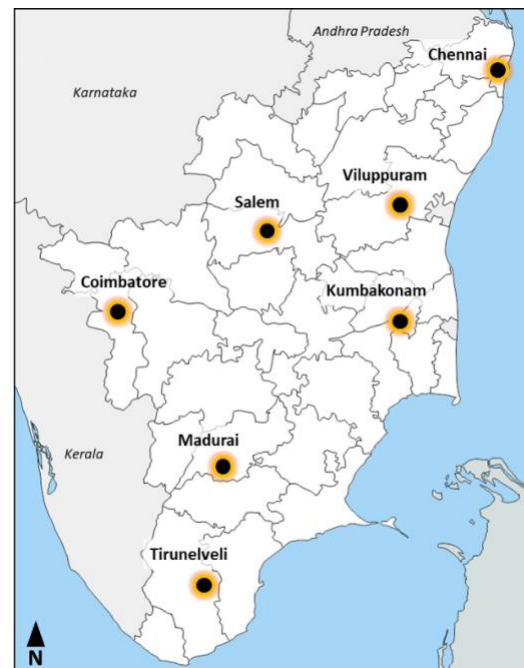
- 1.1 Tamil Nadu is spread across a geographical area of 1.3 lakh square kilometres with a population of ~72 million people as per 2011 census. The Tamil Nadu Transport Department is responsible for regulating and operating intra-city bus transportation in major cities as well as inter-city and rural transport services in some regions. The Transport Department provides urban and mofussil bus services through seven State Transport Undertakings (STUs), collectively known as the Tamil Nadu State Transport Cooperation ("TNSTC"). Following is the organogram of TNSTC.

Figure 1 Organizational Structure of TNSTC



TNSTC moves more than 16.5 million commuters per day in entire Tamil Nadu. The STUs operates collective fleet of 21,000 diesel buses through 321 depots and over 100 workshops/other facilities, making it India's largest bus operator.

In order to improve attractiveness, the Government of Tamil Nadu has planned to overhaul the state's delivery of bus transport by prioritising climate friendly modernisation and improved service quality of public bus services in major cities



through fleet replacement and expansion, to cope with an increasing population and travel demand in the state.

With this context, Government of Tamil Nadu has signed a project-specific loan and grant financing agreement with the KfW and German Ministry for Economic Cooperation and Development in August 2019. KfW is a German State owned investment and development bank established in 1948 in Frankfurt, Germany. KfW is committed to improve economic, social and environmental living conditions across the globe. KfW will be providing the capital assistance to Govt of Tamil Nadu for procurement buses under the financial cooperation agreement.

The financing agreement covers Inter-governmental Cooperation for “Climate-friendly Urban Mobility” programs through procurement of around 2200 Diesel buses and 500 Electric buses over a period of two years. The KfW has also extended financial assistance for development of depot infrastructure to support the modernised the bus based public transport system.

As part of the Modernisation Plan, TNSTC has issued the second RFP for centralised procurement of 1771 (nos.) Fully Built, Non AC, BSVI diesel fuelled, Buses as provided in the Sr. No. 2: Part C: RFP Summary for Seven (7) STUs of Tamil Nadu as part of the Phase 1 Procurement of 2213 BS VI diesel fuelled buses. The diesel buses are to be supplied to the Seven (7) STUs in the following manner.

*Table 1 STU wise supply of buses*

Sr. no.	STUs	Total	11 mtr, 900 mm Floor Height – Type I	11 mtr, 1150 mm Floor Height – Type II (NDX)	12 mtr, 1150 mm Floor Height – Type II (DLX)
1	MTC Chennai	402	402	0	0
2	Villupuram	347	150	137	60
3	Salem	303	140	103	60
4	Coimbatore	115	85	30	0
5	Kumbakonam	303	150	93	60
6	Madurai	251	150	101	0
7	Tirunelveli	50	30	20	0
<b>Total</b>		<b>1771</b>	<b>1107</b>	<b>484</b>	<b>180</b>

The Institute of Road Transport (IRT) was established in 1976 under the Control of Government of Tamil Nadu and has been registered as a society under the Indian Societies

Registration Act 1860. It functions as the institutional knowledge partner of the Transport Department. With regard to this project, it will be in charge of the procurement process as a procurement agency/ issuing agency on behalf of the Transport Department.

## **2. Key terms of the RFP**

- 2.1** The RFP is for Design, Manufacture and Supply of 1771 (nos.) BSVI diesel Fully Built buses through different Packages as per the bus specification provided in the Part G of the RFP. The Authority shall adopt an online, single stage – Two Packets Bid System (Viz. Technical Bid and Commercial Bid), International Competitive Bidding (ICB) process. The interested and eligible bidders meeting pre-qualification and qualification criteria set forth in the RFP are requested to submit their duly signed bids as per the format and timeline specified in the RFP. Consortium is not permitted. The Bidders can submit their queries and suggestion pertaining to the RFP documents before and during the Pre-bid meeting.
- 2.2** The bidders can submit their bid for any or all of the Packages as provided in the Sr. no. 3 of Part C: RFP Summary.
- 2.3** The bidder quoting lowest cost for supply of bus (inclusive of all taxes, insurance and transportation cost and any other cost applicable for the delivery of buses) for a package shall be considered the Preferred Bidder for Award of the Contract for that entire Package. For avoidance of any doubt it is clarified that possibly there can be separate Preferred bidders for each package or single Preferred Bidder for all or multiple Packages.
- 2.4** There shall be no split in the Contract within the Package for Design, Manufacturing and Supply of buses.
- 2.5** The Letter of Acceptance (LOA) shall be issued by the Director IRT for the Buses to be supplied to the respective STUs under each Package according to the Bus supply distribution provided in the Table 1 in the Clause 1 above.
- 2.6** The Successful Bidder shall be required to submit Performance Security in form of Bank Guarantee, separately in favour of Managing Directors of each STU, of the amount equal to the Buses allotted to each STU.
- 2.7** Similarly, the Supply Contract will be signed between the Successful bidder for each Package and Managing Directors of each STUs separately. After signing of the Supply

Contract, the Managing Directors of the respective STUs shall issue the Purchase order to the Successful Bidder(s) /Contractor(s).

- 2.8** For avoidance of any doubt, it is clarified that the contract period shall begin with signing of the contract and expire with the end of warranty period for the Bus Structure as specified in Sr. No. 21 of Part C RFP Summary and Clause 2.9 below.

**2.9 Warranty period:**

**2.9.1** The Complete Bus Warranty Period, the Structure Warranty Period and the ITS equipment Warranty Period shall be as per point no. 21 of the RFP Summary.

- 2.10** The buses shall be delivered at the Designated Locations for Delivery specified in the clause 11 Part F (Schedule 2) of the RFP.

- 2.11** The Contractor(s) /Successful Bidder(s) shall be required to submit invoice as per the payment terms provided in the Clause 16: Part F of the RFP towards supply of Buses to the respective STUs. The STUs, after verification the Invoice amount and calculation of deductible Liquidated Damages pursuant to the provisions of the RFP from the submitted invoices, shall release the Payment Advisory to the PIU/TDFC in Chennai. The payment shall be released to the Contractor(s)/Successful Bidder(s) by the PIU/TDFC within the time period specified in the clause 16, Part F of the RFP after due deduction of applicable Liquidated Damages and other applicable statutory deductions notified by competent Authority from time to time such as Tax Deduction at Source or Withholding Tax for a Foreign based Contractor etc.

- 2.12** The Authority shall be required to obtain “No Objection” approvals from KfW at following stages of bidding process:

- i. Issuance of Tender Notice
- ii. Issuance of RFP
- iii. Opening Technical and Price Bids
- iv. Technical and Price Bid Evaluation Process
- v. Bid Evaluation reports
- vi. Request for pre-award discussions with the next ranked Bidder and for cancellation of the Tender Process with appropriate justification and proposal for further action.



- vii. Prior to Award of Contract, the draft Contract and
- viii. If applicable, prior to its signature, any subsequent Contract amendments.

In order to obtain No Objection or comply with the “*Guidelines for Procurement Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partners, 2021*” published by KfW, the Authority may take corrective actions including but not limited to rejection of Bid(s) fully or part thereof and/or annul the award of contract to Successful Bidder(s) and/or annul the bidding process fully or part thereof.

### **3. Scope of Work**

**3.1** The scope of the Project will broadly include the following;

**3.1.1 Supply of Buses:** Design, manufacture and supply 1771 number of diesel BS-VI Non-AC buses as specified in the Sr. No 2 of the Part C: RFP Summary above (hereinafter the “Buses”) to the TNSTC at locations in Tamil Nadu as specified in the Table 1: Clause 1: Part E of the RFP strictly adhering to the Delivery Schedule as provided in the RFP summary. All Bidders shall note that the Authority reserves the right to reduce the number of Buses in accordance with Clause 37.1 of the General Conditions of Contract in Schedule 2 to Part F of the RFP Document.

**3.1.2 Compliance with Technical Bus Specifications:** The Buses required against this RFP Document shall confirm to the Technical Bus Specifications provided in the Part G of RFP Document and amendments therein, if any. The Bidder shall obtain himself, at his own expense, all the latest specifications required for design, manufacture and supply of Contracted Buses in accordance with Contract terms. The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Rules 1989 (CMVR), Motor Vehicle Act 1988 (MVA), Bus Body Code (AIS052, AIS153 as applicable for fully built bus) and the Tamil Nadu Motor Vehicles Rules 1989. The Bidder should also comply with provisions of the Rights of Persons with Disabilities Act, 2016, Rights of Persons with Disabilities Rules, 2017 and Harmonised Guidelines & Standards for Universal Accessibility in India (2021) published by Ministry of Housing and Urban Affairs as applicable and any and all amendments there in and other statutory/ mandatory and legal requirements as applicable on the

date of delivery/registration of Buses with Transport Commissionerate and State Transport Authority.

**3.1.3 Warranty:** The Successful Bidder shall ensure a warranty period as specified in the RFP summary, to ensure trouble free services and supply of components of Buses. The Successful Bidder shall comply with the Terms of the Warranty pursuant to the clause 39 of Part F of the RFP.

**3.1.4 Spares and after sales service:** The Bidder shall confirm adequate availability of spare parts and after sales services in India for the Buses offered till 12 years from the date of Commissioning of Buses in the bid by furnishing a notarized undertaking or self- declaration certificate on their official letter head as part of the Technical Bid Submission. ***In case of non-submission of such undertaking the entire bid shall be summarily rejected.***

**3.1.5 Insurance:**

***a. Transit insurance:***

- i. Transit insurance, till delivery/acceptance of Buses at Authority's premises, shall be arranged by the Successful Bidder at its own cost in a freely convertible currency. Insurance amount shall be equal to the Cost, Insurance and Freight (CIF) basis, or for amount equal to appropriate Contract Price plus additional 10 percent thereof whichever is higher. Successful Bidder shall be responsible for any damages till the ordered quantity of all Buses arrives in safe and sound condition at the Designated Locations for Delivery as specified by the Authority, complying with all statutory requirements. Insurance documents in original be submitted along with other Bus delivery documents. Insurance charges shall be clearly indicated separately in the break-up of prices.
- ii. For the buses manufactured in India using imported aggregates, in the case of DDP destination contract, marine insurance covering transit risk up to ultimate destination in India shall be arranged and paid for by the Successful Bidder.
- iii. The Authority shall advise Successful Bidder within 30 days of arrival of Buses at Designated Location for Delivery/ Destination, regarding any loss/ damage etc. of Buses and it shall be the responsibility of Successful Bidder to lodge necessary claim on the carrier and/ or insurer and pursue

the same. The Successful Bidder shall, however, at his own cost replace/ rectify Buses that are lost/ damaged to the entire satisfaction of the Authority, within 30 days from the date of dispatch of intimation from the Authority, without waiting for settlement of the claim.

- b. Insurance after Delivery at Designated Locations:** On Final Acceptance of the buses by the Authority, it shall arrange third party insurance at its own cost. The Successful Bidder shall be required to arrange insurance of Buses till they are delivered to and accepted by the Authority.
- c.** The Successful Bidder shall be entirely responsible for suitable packing wherever required keeping in view the arduous conditions during transportation, handling and storage in tropical conditions (including monsoon) so as to eliminate damage/ deterioration of Buses during transit/ trans-shipment/ handling or storage.

## **4. Instructions for Bid Submissions**

### **4.1 Brief Description of the Bidding Process**

- 4.1.1** The Authority shall adopt an online single stage- Two Packet Bid System (Viz. Technical Bid and Commercial Bid), International Competitive Bidding (ICB) process with evaluation as per the RFP (referred to as the "**Bidding Process**") for selection of the Successful Bidder for award of the Project. The Bidders shall submit their Bids in accordance with this RFP. The Bidders need to offer bid which conforms to the draft Contract provided as part of this RFP Document and the Technical Specifications.

The online Bid submitted by each Bidder will contain the information and data as stipulated in the clause 4.19 of this ITB.

- (i) Scanned copy of the RFP Fee and Bid Security/ EMD**
- (ii) Technical Bid**
- (iii) Price Bid**

- 4.1.2** Bidders must note that the online Price Bid of only such Bidders who submit responsive bids and who meet the Pre-qualification and Qualification Criteria and are determined to be 'Eligible Bidders' in accordance with the provisions of this RFP will be opened.

**4.1.3** This RFP is not transferable.

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

**4.1.5** Bidder shall:

- a. Bid for single or multiple or all Packages as specified in the RFP summary
- b. offer only one model of each of the required type of Buses;
- c. quote only one rate for the tendered quantity of each Bus Type;
- d. offer Bid for the entire quantity of the Buses per Package being Bid for, as mentioned in the RFP Summary;
- e. assure that that the Buses offered shall comply with the bus specifications as provided in the RFP.

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

**4.1.6** The Bidders, other than the Successful Bidder(s), shall be kept in reserve till expiry of bid validity period or signing of the Agreement whichever is earlier and may, in accordance with the process specified in Clause 5.5.1 of this RFP, be invited for Pre-Award Discussion in case the Successful Bidder withdraws or is not selected for any reason. In the event no mutual agreement can be found with the other bidders, the Authority may, after obtaining “No Objection” from KfW, annul the Bidding Process.

**4.1.7** Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for the award of the Project.

**4.1.8** Any queries or request for additional information concerning this RFP shall be submitted in writing, through e-mail as provided in the Sr. No. 8 of the RFP summary.

## 4.2 Bid Currency

**4.2.1** All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR) only.

## 4.3 Schedule of Bidding Process

**4.3.1** The Authority shall endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date	Time	Physical Address	Website/Email address
1	Date of Issue of RFP	10/10/2022	-	-	<a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> and <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a>
2	Last Date of Receiving Queries	28/10/2022	3:00 PM	-	<a href="mailto:irttaramani@gmail.com">irttaramani@gmail.com</a> and/or <a href="mailto:irtcpo@gmail.com">irtcpo@gmail.com</a> .
3	Pre-Bid Meeting	31/10/2022	3:00 PM	Institute of Road Transport, 100 Feet Road, Taramani, Chennai – 600113.	-
4	Online Bid Due date	05/11/2022	3:00 PM	-	<a href="https://www.mstcecommerce.com/eproc/index.jsp">https://www.mstcecommerce.com/eproc/index.jsp</a>
5	Date & Time of Physical Submission of RFP fee and EMD/Bid Security	07/11/2022	3:00 PM	Institute of Road Transport, 100 Feet Road, Taramani, Chennai – 600113.	-
6	Opening of Technical Bid	07/11/2022	3:30 PM	Institute of Road Transport, 100 Feet Road, Taramani, Chennai – 600113.	-

## 4.4 Bid Due Date

**4.4.1** The last date of submission of the Bids (“the “Bid Due Date”) shall be as specified in table given in Clause 4.3.1 above. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date (“**Bid Validity Period**”).

**4.4.2** Bids should be submitted online before specified time limit on the Bid Due Date at the specified website and in the manner and form as detailed in this RFP.

**4.4.3** The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

**4.4.4** Bids received by the Authority after the specified time limit on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

#### **4.5 Cost of RFP Document and Bid Security/ Earnest Money Deposit**

##### **4.5.1 Cost of RFP Document**

The RFP Document can be downloaded from the following website: [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc). The fee for purchase of this RFP document as specified in the RFP Summary, is payable by Demand Draft drawn in favour of “The Director, IRT” payable at Chennai. The RFP fee is non-refundable. Bids that are not accompanied by the RFP fees shall be considered non- responsive and shall be summarily rejected.

##### **4.5.2 Bid Security/Earnest Money Deposit**

The Bidders are required to deposit, along with the Bid, an Earnest Money Deposit of the amount specified in the RFP summary separately for each of the Package for which the Bid is submitted. (“**Bid Security/ Earnest Money Deposit**” or “**EMD**”), which shall be provided in the form of Demand Draft (DD) Bank in favour of “The Director, IRT”, (or) Real Time Gross Settlement (RTGS)/ Net-banking on or before the due date of submission of bids. In the case of RTGS/ Net-Banking, the amount has to be sent to bank account details provided in Sr. No. 16 of RFP Summary on or before the due date of submission of bids.

**4.5.3** The RFP Fees and EMD shall be submitted in Physical form in a sealed cover through Speed Post/ RPAD only on or before the timeline specified in the RFP Summary. The scanned copy of the RFP Fees and EMD shall also be uploaded along with Technical Bid on <https://www.mstcecommerce.com/eproc/index.jsp>.

**4.5.4** Any Bid not accompanied by the adequate Bid Security/ EMD shall be summarily rejected by the Authority as non-responsive.

**4.5.5** The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible and latest by 30<sup>th</sup> day of signing of the Contract by the Successful Bidder or when the Authority cancels the Bidding Process.

- 4.5.6** Bid Security of the Successful Bidder(s) shall be returned only after submission of adequate Performance Security as per the provisions of the RFP and execution of the Contract.
- 4.5.7** The Authority shall be entitled to forfeit and appropriate the Bid Security *inter alia* in any of the events specified in Clause 4.5.9 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind on EMD shall be given to any Bidder.
- 4.5.8** The Bid Security shall be furnished in Indian Rupees only. No interest shall be payable by the Authority on the Bid Security.
- 4.5.9** The Bid Security shall be forfeited and appropriated by the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a. If a Bidder submits a non-responsive Bid;
  - b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 7 of this ITB;
  - c. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - d. In the case of Successful Bidder, if it fails within the specified time limit –
    - i. to sign and return the duplicate copy of LOA (Letter of Acceptance) in accordance with the terms thereof;
    - ii. to sign the Contract within the time specified by the Authority i.e., Managing Directors of Respective STUs; or
    - iii. to furnish the Performance Security within the period prescribed in the Contract; or

- iv. In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

#### **4.6 Bid Evaluation Criteria**

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

- a. The Pre-qualification Criteria shall be as provided in the Sr. No. 4 Part C: RFP Summary.
- b. The Bidder shall submit copies of its certificate of incorporation and the Memorandum and Articles of Association along with its Bid. A bidder being Foreign Bidder shall also submit the constituent documents indicating the legal status and place of Bidder along with the name of the Act under which the entity is formed or incorporated. In case of Foreign Company, incorporation documents other than English language should be accompanied by a translation to English language only which is notarized or Certified by a registered Chartered Accountant or equivalents who has been vested in Statutory Powers by the competent Authority. .
- c. Only the Bids of the Bidder meeting above Pre-Qualification Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.

##### **4.6.2 Qualification Criteria**

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

- a. **Technical Capacity/ Similar Experience**
  - i. Bidder shall have Technical Capacity specified in the RFP summary.

Bidder shall submit information as per format provided in the

Annexure 3: Format for Performance Statement along with the copies of Purchase Orders/ Letter of Awards/ Agreements and invoices to support the supply of buses to meet the technical capacity criteria as documentary evidences. In case of Foreign Company, incorporation documents other than English language should be accompanied by a translation to English language only which is notarized or Certified by



a registered Chartered Accountant or equivalents who has been vested in Statutory Powers by the competent Authority.

- ii. The Bidder shall be required to have adequate fully built Bus manufacturing facilities located in India/ abroad.

Bidder shall submit documentary evidences such as factory license certificate or similar documents showing accreditation as body builder issued by competent Authority in India such as ARAI, CIRT or equivalent in India or outside as per the applicable law. In case of Foreign Company, incorporation documents other than English language should be accompanied by a translation to English language only which is notarized or Certified by a registered Chartered Accountant or equivalents who has been vested in Statutory Powers by the competent Authority.

**b. Financial Capacity**

- i. The Bidder shall have minimum average annual turnover as specified in the RFP Summary during last three financial years starting from 2019-20, 2020-21, 2021-22.
- ii. Minimum net worth as specified in the RFP Summary as on or after 31<sup>st</sup> March 2021.
- iii. Bidders are required to submit a certificate from registered Chartered Accountant as per format provided in the Annexure 4: Format for Financial Statement and copy of Audited Annual Reports for last three years as applicable or as per Financial Years. In case a Foreign Firm is a Bidder, then it must provide evidence of meeting the Financial Capability/Qualification criteria in equivalent Indian Rupees certified by a Chartered Accountant registered in India or Certification by foreign based reputed chartered accountant firms.
- iv. In case Foreign bidder, the exchange rate of its respective foreign currency to Indian Currency as on the last date of the financial year as available on the online archives of Reserve Bank of India at <https://rbi.org.in/home.aspx> shall be considered to compute the Turnover and Net worth in INR terms.

#### **4.7 Number of Bids**

- 4.7.1** No Bidder shall submit more than one Bid for a particular Package pursuant to this RFP.

#### **4.8 Cost of Bidding**

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

#### **4.9 Conflict of Interest**

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

- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that

puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

- f. such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project
- g. Any of its Associates has been hired (or is proposed to be hired) by the Authority for the Contract implementation; or
- h. Has a close business or family relationship with a professional staff of the Authority (or of the project implementing agency, or of a recipient of a part of the KfW funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the KfW throughout the procurement process and execution of the contract.

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

#### **4.10 Verification of Information**

**4.10.1** The Bidders shall be deemed to have submitted their respective Bids after verifying the information in relation to the Project including but not limited to infrastructure, facilities, location, surroundings, climate, availability of power, water and applicable laws and regulations, and any other matter considered relevant by them.

**4.10.2** The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment/Project all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site and sending written queries to the Authority during pre-bid meeting. Bidders are encouraged to submit their respective Bids after visiting the respective cities where buses are to be operational and ascertaining for themselves the availability and condition of passenger traffic, location, availability of fuel, applicable laws and regulations,

and any other matter considered relevant by them. The Bidder shall not attempt to communicate informally or verbally with any concerned officials or consultants or authorized representatives of the Authority during such site visits.

**4.10.3** It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- d. satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP and performance of all of its obligations there under;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters in this RFP hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract;
- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms thereof.

**4.10.4** The Authority shall not be liable for any omission, mistake or error on the part of the Bidders in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

#### **4.11 Right to accept and reject any or all Bids**

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

#### **4.12 Verification and Disqualification**

**4.12.1** The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority during the Technical and Price Bid Evaluation, make available all such information, clarifications, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

**4.12.2** The Authority reserves the right to reject any Bid and appropriate the EMD if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

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

- i. invite the remaining Bidders to submit their Bids as per Clause 4.1.6; or
  - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- c. In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Contractor. In such an event, the Authority shall be

entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

#### **4.13 Contents of the RFP**

**4.13.1** This RFP comprises the Disclaimer set forth hereinabove, the contents thereof, and will additionally include any Addenda issued in accordance with Clause 4.16.

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

#### **4.14 Clarifications**

**4.14.1** Bidders requiring any clarification on the RFP may notify the Authority in writing or e-mail at the address provided in Clause 4.19.1 of this RFP. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 4.3. The Authority shall endeavour to respond to the queries within the period specified in Clause 4.15.2. The responses will be sent by e-mail by the Authority to the Bidders. The Authority may upload the queries and its responses on the websites [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc). The Authority shall endeavour to respond to the all questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

**4.14.2** The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

#### **4.15 Pre-Bid Meeting**

**4.15.1** Pre-bid meeting of the Bidders shall be convened both offline and online simultaneously as specified in the RFP Summary.

- 4.15.2** During the course of Pre-bid Meeting(s) and beyond till on or before 20<sup>th</sup> day prior to Bid Due Date, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 4.15.3** Details of proposed/ suggested variations/ deviations/ additions from the Proposal specifications/ conditions, if any, should be clearly indicated while sending queries before Pre-bid Meeting. No further suggestions for deviations/ variations/ additions shall be entertained after the Pre-bid Meeting.
- 4.15.4** The Authority may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-bid Meeting. However, the decision of the Authority in this regard shall be final.
- 4.15.5** After incorporating amendments acceptable to Authority, RFP Document shall be frozen through issuance of an Addendum(s). Only Addendum or Corrigendum to the RFP Document shall be sent by e-mail to all prospective Proposers. The Addendum or Corrigendum to the RFP Document can also be downloaded from [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc).
- 4.15.6** Non-attendance at the Pre-bid meeting shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-bid Meeting.

#### **4.16 Amendment of RFP**

- 4.16.1** At any time but not later than 10 (Ten) calendar days prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda
- 4.16.2** Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website: [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)
- 4.16.3** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend

the Bid Due Date and issue a notification in this regard on [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)

- 4.16.4** The Authority shall not be responsible for non-dispatch (through e-mail or Post or courier) of the amendments in the RFP Document, if any, to the prospective Bidders.

#### **4.17 Format and Signing of Bid**

- 4.17.1** The Bidder shall provide all the information sought under this RFP.

- 4.17.2** The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

- 4.17.3** The original copy of the bid along with the addendums (if any) shall be typed or written neatly in indelible ink and shall be signed by the Bidder through a person duly authorized to bind the Bidder to the Contract. The authorization to the said person shall be substantiated by a Power-of-Attorney accompanying the Bid. In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013 or applicable similar statutory requirements of the country of origin in case of Foreign Bidder, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid. The person or persons so authorized for signing the bid/bids shall initial all pages of the bid/bids including printed literature. Each page of the Bid shall be numbered at the right-hand top corner.

- 4.17.4** The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialled by the person or persons signing the Bid.

- 4.17.5** All prices and other information having a bearing on Price shall be written both in figures and words. In case of discrepancy, price given in words shall be considered.



#### 4.18 Language and Numbers

**4.18.1** The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders including Foreign Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated by chartered accountant or a notary or any person/entity which has statutory powers as per the applicable laws in India or abroad and self-certified by the Bidder. All supporting materials, which are not translated into English, may not be considered for bid evaluation. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

**4.18.2** The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

#### 4.19 Sealing and Marking of Bids

**4.19.1** The Bidder shall submit RFP Fees and EMD either online or physically and Technical bid and Price bid online only. Physical submission shall be done at the address specified in Sr. No. 12 of RFP Summary and online submission shall be at the designated space on <https://www.mstcecommerce.com/eproc/index.jsp>. The bid shall be submitted in the following manner.

Sr. No.	Submission	Submission Type	Envelope to be titled as	Annexures to be submitted	Documents to be attached along with the submission
1	RFP fee and Bid Security/ EMD	Online through Net-Banking/ RTGS or physically through Demand Draft (DD)	RFP Fees and EMD		<ul style="list-style-type: none"> <li>• <b>In case of Online Payment</b>, scanned copy of the receipt of RFP fee and requisite Bid Security/ EMD for each Package for which Bid is submitted as per Sr. No. 15 and 16 of RFP Summary shall be submitted along with the Technical Bid online.</li> <li>• <b>In case of Physical Payment</b>, Demand Draft (DD) for RFP Fee and requisite Bid Security/ EMD</li> </ul>

Sr. No.	Submission	Submission Type	Envelope to be titled as	Annexures to be submitted	Documents to be attached along with the submission
					for each Package for which Bid is submitted shall be submitted physically at through RPAD/ Speed Post only. In addition to above, a scanned copy of the Demand Draft (DD) for RFP Fee and requisite Bid Security shall be submitted along with Technical Bid online.
2	<b>Technical Bid</b>	Online Only	Not applicable	Annexure 1 to 8 and Annexure 11, and Scanned Copy of the RFP and Addendum signed thereto.	<ul style="list-style-type: none"> <li>• One scanned copy of RFP document, Agreement and Addendum, if any, signed sealed by the authorized representative</li> <li>• Annexure 1: Cover Letter</li> <li>• Annexure 2: General Information of the Bidder</li> <li>• Annexure 3: Format for Performance Statement</li> <li>• A certificate from Chartered Accountant showing annual installed and utilized Bus Manufacturing capacity of each plant of the Bidder in last 10 financial years preceding due date of bid submission.</li> <li>• Annexure 4: Format for Financial Statement along with Audited Annual accounts for last three years.</li> <li>• Annexure 5: Format of power of attorney</li> <li>• Annexure 6: Anti-Blacklisting Certificate</li> <li>• Annexure 7: Undertaking for the availability of spare parts and after sale service</li> <li>• Annexure 8: Information on Key Bus and ICT Aggregates</li> <li>• Annexure 11: Declaration of</li> </ul>

Sr. No.	Submission	Submission Type	Envelope to be titled as	Annexures to be submitted	Documents to be attached along with the submission
					Undertaking • Undertaking to setup service network in Tamil Nadu as per Pre-Qualification requirements. • Any other documents required as per the RFP terms.  <i>(The Price Bid / prices should not be mentioned anywhere in Technical Bid. If the Price bid/Prices are provided in the Technical Bid, the bid shall be summarily rejected)</i>
<b>3</b>	<b>Price Bid</b>	Online Only	Not applicable	Annexure 12 of the RFP	Separate Price Bid to be submitted for each Package as per Annexure 12: Format of Price Bid

For the purpose of Physical Submission, the original banking instruments i.e. DD for RFP Fees and EMD shall be inserted in a single envelope. The Envelope shall be sealed properly and superscripted as:

**Request for Proposal (RFP) for Design, Manufacture and Supply of 1771 (nos.) BS VI, Diesel fuelled, fully built Non AC Buses for various cities of Tamil Nadu – India**

**International Competitive Bidding (ICB)**

**IRT Tender No: 16/SF-Fully Built Bus/CP/IRT/2022**

**KFW reference No: BMZ209919234/KFW508859**

**RFP Fees and EMD**

Physical Submission may be made by Speed Post or RAPD and shall be addressed to:

**The Director,**

**Institute of Road Transport**

100 Feet Road, Taramani,

Chennai – 600113

E-MAIL ADDRESS: [irttaramani@gmail.com](mailto:irttaramani@gmail.com) and/or [irtcpo@gmail.com](mailto:irtcpo@gmail.com)

Authority shall not be responsible for and shall not take any cognizance of delay/loss in transit. Submission made through courier and in person/hand delivery shall not accepted by the Authority.

- 4.19.2** Each page of the original documents to be uploaded as part of the Technical Bid shall be self-attested and colour scanned. All stampings etc. shall be displayed clearly. The documents shall be scanned in JPEG or any other data light but visible formats available.

#### **4.20 Online submission**

- 4.20.1** The bidder shall submit online the requirements under qualification criteria and Technical document required and commercial bid as prescribed in the tender document. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.
- 4.20.2** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues
- 4.20.3** The bidder has to digitally sign and upload the required bid document one by one as indicated in the tender document.
- 4.20.4** Bidder has to select the payment option as “offline” to pay the Tender document cost, Factory inspection fee and EMD amount through RTGS/ Net-Banking.
- 4.20.5** The Scanned copy of payment made through RTGS/ Net-Banking or Demand Draft for RFP Fees, and EMD amount has to be uploaded. IRT shall not be responsible for any delay in uploading the proof for the payment of RFP Fee and EMD amount. Failing which their tender will be summarily rejected.

- 4.20.6** Format for the Price bid is provided with the RFP document. Bidders are requested to note that they should necessarily submit their Price bids in the file, open it and completed the coloured (Unprotected) cells with their respective price quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the file is found to be modified by the bidder, the bid will be rejected.
- 4.20.7** The Server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
- 4.20.8** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data Storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/ bid openers public keys.
- 4.20.9** The uploaded tender documents become readable only after the tender opening by the authorized bid openers
- 4.20.10** Upon the Successful and timely submission of bids (i.e. after clicking “ Freeze Bid submission “ in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with other relevant details.
- 4.20.11** IRT or MSTC (Service provider) is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees and getting e- receipt. In case of failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

**4.20.12** IRT may, as its discretion , extend the deadline for the submission of bids by amending the bidding document, In which case all rights and obligations of IRT and bidders subject to the previous deadline shall thereafter be subject to the deadline extended

**4.20.13** The technical bid documents should be self-attested by the bidder in all pages. Otherwise tender will summarily rejected

#### **4.21 Process of E-Tender**

**4.21.1 Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/ their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid will be done over the internet. The Vendor should possess a valid Class III signing type digital signature certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNICAL BID AND PRICE BID HAVE TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)**

**4.21.2** Vendors are required to register themselves online with <https://www.mstcecommerce.com/eproc/index.jsp> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.

**4.21.3** Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

The Vendors shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a vendor has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

In case of any clarification, please contact IRT/MSTC, (before the scheduled time of the e-tender).

**Contact person (IRT):**

1. Mr. M.Umamaheswaran – Assistant Director - 9176051472 –  
e-mail irtcpo@gmail.com

**Contact person (MSTC Ltd):**

1) J DAMODARAN, Regional Manager, Mobile : +919841002253 Email: <a href="mailto:rmsromstc@mstcindia.in">rmsromstc@mstcindia.in</a> / <a href="mailto:jdmodaran@mstcindia.co.in">jdmodaran@mstcindia.co.in</a>	2) E BABITHARANI, Chief Manager Mobile: 9444976359 Email: <a href="mailto:babitha@mstcindia.co.in">babitha@mstcindia.co.in</a>
<b>For Technical Support:</b> <b>+91-9499054101 / 102 / 103 / 104 / 033-35013220/3221 /3222</b>	

**4.21.4 System Requirement:**

- a. Operating System - Windows 7 and above
- b. Web Browser – Preferred IE-8 and above
- c. Signing type – Digital signature
- d. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.
  - I. Tools → Internet Options → Security → Disable protected Mode If enabled – (i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”)
  - II. Tools → Internet Options → Security → Custom Level →
    - Active X control & Plug-ins: Enable all Active X Controls
    - Scripting: Enable “Allow Status Bar Update Via Script”
    - Disable “Use Pop-up Blocker”
- e. Java – JRE 8 Latest Update
- f. Other Settings:
  - I. View → Toolbars →” Tick” Status Bar
  - II. Tools → Internet Options → General → Click on settings under “Browsing History/ Delete Browsing History” → Temporary Internet Files → Activate “Every time I Visit the Webpage”
- g. For new Version of IE or other “Active –X Filtering” under Tools should not be ticked.
- h. Tools → Internet Options → Security → Selected Trusted Sites → Add Website

<https://www.mstcecommerce.com>.

**4.21.5** Bids will be opened electronically on specified date and time as given in the RFP.

**4.21.6** All formats/ information requires as per the RFP should be entered in online Technical & Price Formats without any ambiguity.

**4.21.7** Special Note towards Transaction fee: The vendors shall pay the transaction fee, over and above the RFP Fee as mentioned in the RFP Summary, using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through Net-Banking or Online Payment. On selecting Net-Banking, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system. Generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. NOTE Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

**4.21.8** All notices and correspondence to the vendors shall be sent by email only during the process till finalization of tender by MSTC. Hence the vendors are required to ensure that their official email I.D. provided is valid and updated at the time of registration of vendor with MSTC (i.e., Service Provider). Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

**4.21.9** E-tender cannot be accessed after the due date and time mentioned in NIT.

**4.21.10 Bidding in E-Tendering:**

- a. The process involves Electronic Bidding for submission of Bid.
- b. The vendor(s) can submit their bid through internet in MSTC Website – [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)
- c. The NIT/ documents shall be available for download in the event catalogue available in ‘Event Details’ of the Event.



- d. Please follow the guides for 'Uploading encryption public key' and 'Bidding' under 'Download Guides' available in the Dashboard before proceeding to submit bid.
- e. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Price Bid through internet in MSTC website [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) → e-procurement → Common Portal → Login → My menu → Auction Floor Manager → live event → Selection of the live event.
- f. The bidders may upload the bidding related documents in the link 'My Documents'. The documents uploaded here shall be available for attaching with this event in the Bid Floor.
- g. The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor.
- h. In order to submit bid, a vendor has to go to 'Events' from the menu and select 'Bid Floor'. The vendor has to select the buyer 'MSTC Limited' from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit 'Event wise bid details' that may consist of 'Common Terms' and/ or 'Document Attach'. A vendor has to save the Common Terms and/ or attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in 'Event specific bid status' and the 'Item specific bid' button appears on the bid floor. Thereafter vendor has to click button under 'Technical Cover' in order to save the technical bid for specific lots. Once the technical bid is saved, the 'Price Cover' button appears on the screen for respective lots. Once price bid is saved, the vendor has to click on 'Final Submit'. On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid status'. A vendor shall receive system generated mail.

Note: The bid cannot be revised once the Final Submit button has been clicked by the vendor. However, if the vendor wishes to change his/ her bids, then he may delete the bid and re-submit the same.

- i. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- j. In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

- k. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- l. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- m. All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor.
- n. It is mandatory that all the bids are submitted with digital signature certificate class III, otherwise the same will not be accepted by the system.
- o. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- p. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
- q. Unit of Measure (UOM) is indicated in the e-tender floor. Rate to be quoted should be in Indian Rupee (INR) as per UOM indicated in the e-tender floor/ RFP.

**4.21.11** Any order resulting from this RFP shall be governed by the terms and conditions mentioned therein.

**4.21.12** No deviation to the technical and commercial terms & conditions are allowed.

**4.21.13** The RFP inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

**4.21.14** Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) to familiarize them with the system before bidding.

**4.21.15** The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://www.mstcecommerce.com/eproc/index.jsp> of MSTC Ltd.

**4.21.16** The bidders should upload all the documents required (if any) as per terms of RFP. Any other document which is not required as per the terms of the RFP shall not be considered.

**4.21.17** The bid will be evaluated based on the filled-in Price bid formats.

**4.21.18** Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

#### **4.22 Contents of the Bid**

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

#### **4.23 Modifications/ Substitution/ Withdrawal of Bids**

**4.23.1** The Bidder may modify, substitute or withdraw its Bid after online submission. No Bid shall be permitted to be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

**4.23.2** Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

#### **4.24 Confidentiality**

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

#### **4.25 Correspondence with the Bidder**

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

## **5. Evaluation of Bids**

### **5.1 Opening of Technical Bid**

- 5.1.1** The Authority shall open the Technical Bids received to this RFP, at time and date specified in the RFP at the place specified in RFP and in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bid opening process. Only one representative shall be allowed to participate in the opening of Technical and Price Bid. The Bidder's representative attending opening of Technical Bid and Price Bid shall carry an authorization letter from the Authorized signatory for the RFP.
- 5.1.2** The bids for which the price bid is not submitted shall be considered Non responsive and shall not be considered for further evaluation.
- 5.1.3** Bids for which a notice of withdrawal has been submitted in accordance with RFP shall not be opened.
- 5.1.4** The Bidder's names, the presence or absence of requisite RFP Fees, Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- 5.1.5** The Authority will subsequently examine and evaluate Technical Bid in accordance with the provisions set out hereunder in this RFP.

### **5.2 Evaluation of Technical Bid**

- 5.2.1** The Bidders would be required to submit documents as listed in the clause 4.19.1 of Part E of the RFP along with supporting documents.
- 5.2.2** The Authority shall examine and evaluate the Bid as per the evaluation steps specified below.
  - a. Step 1: Test of Responsiveness for RFP Fee, Timely and proper Submission**

Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- i. it is received as per the format specified in RFP;
- ii. it is received by the Bid Due Date including any extension thereof as specified therein
- iii. The Technical Bid is signed, stamped and submitted online only as specified therein; for the avoidance of any doubt, Technical Bid submitted physically shall be summarily rejected.
- iv. The Price bid is submitted online only as per the format specified therein; for the avoidance of any doubt, Price Bid submitted physically shall be summarily rejected.
- v. The RFP Fee and Bid Security/ EMD are either submitted through online payment or submitted physically through valid Demand Draft (DD) within the timeline and address specified in the RFP Summary;
- vi. it contains all the information in accordance with Key Submissions as provided in clause 4.19.1 comprising the RFP fee and EMD submission (complete in all respects) as requested in this RFP (in formats same as those specified); and it is accompanied by Technical Bid and Price Bid;
- vii. it does not contain any conditionality in pre-qualification criteria, Qualification criteria, Contract Conditions, Bus Specifications and any other provision of the RFP.
- viii. it is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

Evaluation of Pre-Qualification Criteria of only those Bidders shall be carried out who's Bids determined to be responsive.

**b. Step 2: Assessment of Pre-Qualification Criteria.**

- i. The Authority shall examine and evaluate the Pre-qualification of each Bid upon determining its responsiveness as per sub clause 5.2.2 (a) above.
- ii. The Bidder must meet Pre-Qualification Criteria specified in the clause 4.6.1 of Part E of the RFP and have submitted all documents in order to qualify for next stage of assessment.
- iii. In case the bidder is not able to submit the documents required to demonstrate capability to meet the Pre-qualification criteria and/or the bidder is not able to satisfy the Authority with regards to clarifications/ information/ confirmations sought from the bidder, the Authority, at its sole discretion, can consider such bids ineligible for next stage of technical bid evaluation. Assessment of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Pre- Qualification Criteria and who have provided copies of all required documents pursuant to sub clause (ii) above.

**c. Step 3: Assessment of Qualification Criteria**

- i. The Authority shall examine and evaluate the qualification of each Bid as per clause 4.6.2 of Part E of the RFP upon determining its eligibility as per sub clause 5.2.2 (b) above.
- ii. The Bidder must meet Qualification Criteria in order to qualify for Price Bid Opening Stage.
- iii. The Technical Bids of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the “Eligible and Qualified Bids”/ “Eligible and Qualified Bidder”).
- iv. In case the bidder is not able to submit the documents required to demonstrate Qualification as per RFP and/or the bidder is not able to satisfy the Authority with regards to clarifications/ information/ confirmations sought, the Authority, at its sole discretion, can consider such bids ineligible for next stage of opening of price bid.

- v. Price bids of the bidders only those who are meeting Pre-Qualification and Qualification criteria shall be opened.

### **5.3 Opening of Price Bids**

- 5.3.1** After the evaluation of Technical Bid has been completed, Authority shall open the Price Bids of only those Bidders who's Bid determined to be responsive and meeting Pre-qualification criteria and Qualification Criteria.
- 5.3.2** The Price Bid of only the Bidder who qualify in accordance with Clause iv, and is declared "Qualified Bidders", shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend. The Bidder's representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process.
- 5.3.3** The Price Bids for each Package shall be opened consecutively in the ascending order (i.e., Price Bids for Package 1 shall be opened first and Package 2 next and so on)
- 5.3.4** The Lowest Bidder for each Package along with the prices quoted by it shall be announced at such opening.

### **5.4 Evaluation of Price Bids**

- 5.4.1** The Total Destination Price/ Landed Cost for all Buses under each Package quoted by the Bidder shall be the bid parameter which shall be used for the purpose of evaluation of the Bids and selection of the Successful Bidder for each Package in accordance with the terms and conditions of this RFP documents. The Price Bid shall be provided by the Bidder in the format as specified in Annexure 12: Format of Price Bid to this RFP. All the bidders are required to quote the prices in Indian Rupees only.
- 5.4.2** Bidders are required to quote bus price inclusive of all taxes, insurance and transit cost for final delivery at designated locations in TNSTC. Bidders shall quote prices on DDP (Delivery Duty Paid) at designated locations. The terms DDP shall mean as defined in prevailing INCOTERMS. The foreign bidder shall bear risk of any change in taxes in the country of its origin along with foreign exchange risk at the time of bidding and during the Contract Period.

- 5.4.3** Bidder is required to indicate breakup of duties and taxes payable by them in their Price Schedule in respect of Price of Bus. For the supplies of buses made as per the Contracted Delivery Schedule, the statutory levies as applicable on the date of supply shall be reimbursed to the Contractor at actual.
- 5.4.4** The prices quoted for Bus shall be firm and not subject to any upward variation.
- 5.4.5** The bidder is also required to indicate the price for Package 1 Buses (11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type I) with automatic transmission as per the format provided in the Annexure 12: Format of Price Bid. Kindly note that the prices of Package 1 Buses (11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type I) buses with automatic transmission will not be considered for Price Bid Evaluation. However, it is being solicited for future reference only.

## **5.5 Selection of the Preferred Bidder**

- 5.5.1** The Bidder(s): *(i)* adjudged as responsive in terms of Clause 5.2.2 (a), *(ii)* meeting the Pre-Qualification and Qualification Criteria as provided in Clauses 4.6.1 and 4.6.2; and *(iii)* whose price quote offered, on evaluation has been determined to be the lowest (L-1) acceptable offer for respective Packages, shall be considered as the "Preferred Bidder(s)" for the given Package(s). The Authority may hold further pre-award discussion/negotiation with the Preferred Bidder before the assignment of Letter of Acceptance in accordance with the Article 2.5.12 of KfW Guidelines.

In the event of the Preferred Bidder withdraws or fails to submit Performance Security or Sign the Agreement or in the breach of any representation and warranty or any breach of the terms of the RFP by the Preferred Bidder which may result in to rejection of Its Bid, the Authority, at its sole discretion, may call the Second Lowest Bidder and so on for pre-award discussions. The process will continue till list of Qualified Bidders gets exhausted.

The Bidders, other than the Preferred Bidder, shall be kept in reserve till expiry of bid validity period or signing of the Agreement whichever is earlier. In the event no mutual agreement can be found with the other bidders, the Authority may, after obtaining "No Objection" from KfW annul the Bidding Process.



## **5.6 Quantity Variation**

- 5.6.1** Authority may increase or decrease the order size by the percentage specified in the point 2(b) of the RFP summary after issue of the Letter of Acceptance/Work Order but prior to 180 days of completion of delivery as per agreed delivery schedule. Such increase or decrease in the order size shall be on pro-rata basis in the ordered quantity of all the Bus Types as specified in the RFP summary.

## **5.7 Notification of Award to Successful Bidder**

- 5.7.1** Upon successful completion of the pre-award discussions/Negotiations, if any, the Authority shall inform all Bidders on the result of the Tender Process in writing. The information sent to the Bidders shall contain the name and the Contract amount of the Preferred Bidder.

Prior to expiry of the Bid Validity Period and after the pre-award discussions/negotiation, the Authority shall notify the Preferred Bidder(s) for each Package as the “Successful Bidder(s)” through email to be confirmed in writing by Registered/ Speed Post that its Bid has been accepted. This letter (“Letter of Acceptance”) shall be in the format specified in Annexure 10: Format of Letter of Acceptance, and shall specify the sum which the Authority shall pay to the Contractor in consideration of completing the Project.

- 5.7.2** Upon receipt of the Letter of Acceptance (LOA), the Successful Bidder(s) shall return two copies of the LOA duly signed and stamped by his authorised signatory within 15 days from the date of dispatch of LOA. However, Contract shall be deemed to be concluded on the date of issuance and dispatch of the LOA by the Authority, which shall indicate the acceptance of the Bid by the Authority.

## **5.8 Signing of Contract**

- 5.8.1** Upon return of LOA and submission of adequate and valid Performance Security for each awarded Package from the Successful Bidder(s), the Contract in accordance with the form of agreement prescribed with RFP Document, would be signed by the Managing Directors of respective STUs and the Successful Bidder(s) within fifteen (15) days after date of submission of Performance Security. The Successful Bidder(s) shall not be entitled to seek any deviation,

modification or amendment in the Contract as provided in this RFP nor shall it seek any amendment to the Contract.

- 5.8.2** The Successful Bidder(s) shall get correct amount of Stamp Duty adjudicated, at Chennai in accordance with applicable law, and submit the same in two copies duly stamped and signed Contract within fifteen (15) days from the date of submission of Performance Security. The Authority shall return one copy of the Contract duly sealed and signed as a token of acceptance of the Contract.
- 5.8.3** Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- 5.8.4** Within seven (7) days of signing of Contract and submission of requisite Performance Security, as specified below, by the Contractor, the Authority i.e. Managing Directors of respective STUs shall issue Purchase Order (**“Purchase Order”**) to the Contractor. The Contractor shall acknowledge the signed copy of the Purchase Order within seven (7) days of its receipt.

## **5.9 Performance Security**

Within 45 days of dispatch of the Letter of Acceptance from Authority and before signing of the Contract, the Successful Bidder shall furnish to Authority the Performance Security(ies) in form of irrevocable, unconditional bank guarantee issued by a Nationalised or Scheduled Bank in India in favour of “Managing Directors of Respective STUs” for an amount specified in the RFP summary in accordance with the Contract as per the format provided in the Annexure 9: Format of Bank Guarantee Towards Performance Security of the RFP. The bank guarantee towards Performance Security equal to 10% of total Contract value shall be in force and valid till the expiry of the Complete Bus Warranty period as specified in the (Sr. No. 21, Point A of RFP Summary). The Contractor shall refurbish a fresh Performance Security or reduce the security amount to 5% of the Contract value with extended time period ending after 30 days of expiry of the Structure Warranty Period as per Sr. No. 21, Point B of RFP Summary and as extended for a suitable period by the Contractor in case of any extension of Contracted Delivery Schedule.

In case, the availability of Bank Guarantee from the banks for the length of the Contract is difficult to obtain, the initial Bank Guarantee maybe submitted valid for a period of 2 (two) years, and which shall have to be renewed for similar tenure, 45 (forty-five) days before its expiry. The Bank Guarantee towards Performance Security shall be renewed

in above manner up to the end of the time period provided in the para above. The Successful Bidder shall submit either separate Bank Guarantees for each awarded Package or single Bank Guarantee of the amount equal to sum of requisite Performance Security for all awarded Packages.

## **5.10 Contacts during Evaluation**

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

## **6. Eligible Goods and Related Services**

- 6.1** All the goods, materials, equipment and related services to be supplied/provided under this contract are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
- 6.2** For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 6.3** The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **7. Fraud and Corrupt Practices**

- 7.1** The Authority/PEA and the Contractor must observe the highest standard of ethics during the Tender Process and performance of the Contract.
- 7.2** By signing the Declaration of Undertaking the Contractor declare that (i) it did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and

the corresponding Award of Contract to the Authority/PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

**7.3** Contractor must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract , and to have them audited by auditors appointed by KfW.

**7.4** KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- i. reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- ii. declare mis-procurement and exercise its rights on the ground of the Funding Agreement with the Authority/PEA relating to suspension of disbursements, early repayment and termination if, at any time, the Authority/PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the Authority/PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

For the purposes of this provision, the terms set forth below as follows:

<b>Coercive Practice</b>	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.

<b>Fraudulent Practice</b>	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
<b>Obstructive Practice</b>	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
<b>Sanctionable Practice</b>	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

## **8. Social and Environmental Responsibility**

**8.1** Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties and;
- b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are

relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

## **9. Miscellaneous**

- 9.1** The Bidding Process shall be governed by, and construed in accordance with Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partners published by KfW (Version 2021) and the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 9.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - ii. consult with any Bidder in order to receive clarification or further information;
  - iii. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - iv. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 9.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

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## PART F: FORMAT OF THE CONTRACT AND CONTRACT CONDITIONS

(To be signed between Managing Director of the concerned STU of TNSTC and the Successful Bidder for the buses to be supplied under each Package)

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

THIS BUS SUPPLY CONTRACT is made on the \_\_\_\_\_ [Insert contract number] \_\_\_\_\_ [Date of signing of Contract] between \_\_\_\_\_ [Name of the Signing Authority] having principal place of business at Chennai hereinafter called “**the Authority**” of the one part and M/s. \_\_\_\_\_ [Name of the Contractor] having its principal place of business at \_\_\_\_\_ [Registered address of the Contractor] hereinafter called “**the Contractor**” of the other part.

### WHEREAS:

1. The Authority is desirous to procure the Buses and services during the warranty period to be provided by the Contractor, viz. Design, Manufacture and Supply of \_\_\_\_\_<sup>1</sup>(nos.) BSVI Diesel Buses in the manner prescribed in Schedule 1: Quantity of Buses to be Procured Under This Contract and as per Bus Specifications provided in Part G: Bus Specifications including prescribed warranty period specified in the clause 39 of the Schedule 2 of the Contract and has accepted the Bid submitted by the Contractor for the said Buses in the sum of [Insert Contract Price in words and figures, expressed in the Contract currency(ies) inclusive of all taxes and duties]
2. The Contractor has been selected pursuant to a competitive bid process and has agreed and undertaken to discharge the scope of services in consideration of the Price Bid submitted by it and has submitted the Performance Security as required pursuant to the RFP Document.

### NOW THIS CONTRACT WITNESSETH as follows:

1. In this Contract words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The Contract comprises of the following documents:
  - i. This cover agreement;
  - ii. Schedules to the Contract, including the General Conditions of Contract;

---

<sup>1</sup> The quantity of buses to be inserted as per LOA issued to the Successful Bidder.

- iii. RFP document dated {\_\_\_\_\_} in its entirety
  - iv. Addendum and Response to Queries dated { \_\_\_\_\_}
  - v. Contractor's Bid dated {\_\_\_\_\_}
  - vi. Minutes of Meeting for Pre-Award Discussions/Negotiations, If any.
  - vii. LOA dated {\_\_\_\_\_}.
  - viii. Bank Guarantee towards Performance Security dated\_\_\_\_\_ bearing no.\_\_\_\_\_
  - ix. Signed Declaration of Undertaking as per the format provided Annexure 11<sup>2</sup>.
  - x. Any amendment or clarifications agreed to between the Parties whether by way of letters or agreements.
3. In consideration of the payments to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to discharge the scope of work as provided in Clause 3 of Part E of the RFP Documents, including delivery of the Buses and providing the spares and after sales services, and guarantees the same to be in conformity in all respects with the provisions of the Contract.
4. The Authority hereby covenants to pay the Contractor in consideration of the provision of buses and services and guarantee of the same, the Contract Price at the times and in manner prescribed by the Contract.
5. The Contractor agrees that essence of Contract and other contractual obligation shall become effective from the date of Letter of Acceptance i.e., LOA. The Contractor further agrees that pre estimated damages mentioned in RFP Document, are fair and genuine pre-estimate and not by way of penalty. The Contractor shall not dispute the same in future in any manner.

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

SIGNED, SEALED AND DELIVERED

---

<sup>2</sup> The Successful Bidder shall re-submit the declaration of undertaking on the date of signing of the contract.

By the said

Name .....

On behalf of the Contractor

In the presence of

Witness .....

.....

Name .....

Address.....

By the said

Name.....

On behalf of the Authority

In the presence of

Witness

Name.....

Address.....

## **Schedules to the Contract**

### **Schedule 1: Quantity of Buses to be Procured Under This Contract**

<b>Sr. No.</b>	<b>Type of Bus</b>	<b>Units of Buses (No.)<sup>3</sup></b>

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<sup>3</sup> The type of bus and quantity of buses for respective STUs to be inserted as per LOA issued to the Successful bidder.

## **Schedule 2: General Conditions of Contract (GCC)**

### **1. Interpretations**

In the contract, unless the context otherwise requires:

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

### **2. Parties to the Contract and their Obligations**

- 2.1** The parties to the contract are the Contractor and the Authority, as defined in the recital of Contract Part F.
- 2.2** A person signing the Bid or any other document in respect of the contract on behalf of Contractor without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor to fulfil his obligations as mentioned in such Bid or document. If it is discovered at any time that the person so signing has no authority to do so, Authority may, without prejudice to any other right or remedy of the Authority, cancel the contract and make or authorize making of a purchase of buses at the risk and cost of such person and hold such person liable to Authority for all costs and damages arising from cancellation of contract including any loss which Authority may sustain on account of such purchase.
- 2.3** Any approval that may be given by Authority or Inspecting Officer on behalf of Authority shall only be deemed to be approval in principle. Notwithstanding such approval,

Contractor shall be fully and totally responsible for the satisfactory performance and compliance with contract specifications.

- 2.4** In case of any inter-se conflict between any provisions/ stipulations in Bid Document or in Contract Document, decision of Authority for interpretation/ application would be final and binding.
- 2.5** Contractor shall be absolutely liable for technical design and manufacture of buses as per the design and final drawings approved by the Authority. It shall not be open to Contractor to contend at a later stage that a particular change/ deviation in technical parameters/ drawings is not compatible with the overall design of the Bus or affects performance. Any losses, whatsoever, which are occasioned on account of the design/ technical failure of the Bus shall be borne by the Contractor.

### **3. Contract**

- 3.1** The contract shall be for supply Design, Manufacture and Supply of the number of Buses specified in Schedule 1: Quantity of Buses to be Procured Under This Contract, as per the specifications set forth in the Contract at the Designated Locations for Delivery and as per the Delivery Schedule specified in the contract herein further and to provide warranty as per the conditions provided in the Contract. For avoidance of any doubt, it is clarified that the contract period shall begin with signing of the contract and expire with the end of warranty period for the Bus Structure as specified in Sr. No. 21 of Part C RFP Summary and Clause 2.8 of Part E.
- 3.2** Unless otherwise specified, Buses shall be entirely brand new (The chassis used for fabrication of fully built Bus should be new (not manufactured earlier than 12 months from the date of Purchase Order of fully built Bus) and of the best quality and workmanship to the satisfaction of Inspecting officer and Authority.
- 3.3** The whole contract is to be executed in the approved, substantial and workmanlike manner, to entire satisfaction of Authority, who both personally and by its any person acting through or under Authority, shall have full power, at every stage of progress, to inspect the Buses /chassis/items at such times as he may deem fit and to reject any of the Bus/ item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.

#### 4. Performance Security

- 4.1** Contractor shall furnish Performance Security encashable at Chennai in the form of a Bank Guarantee in Proforma prescribed in RFP document (Annexure 9: Format of Bank Guarantee Towards Performance Security) within 45 days from the date of dispatch of the 'Letter of Acceptance' of the Bid by the Authority, for the following amount:

<b>Sr. No.</b>	<b>Name of the Package</b>	<b>Nos. of buses allotted to (name of the STU) under the Package.</b>	<b>Amount of Performance Security (INR)<sup>4</sup></b>

The Bank Guarantee/ should be from any Indian nationalized or Scheduled bank. Bank Guarantee should be drawn in favour of "MDs of Respective STUs", payable at Chennai. The total value of contract inclusive of duties and taxes shall be taken into account for calculation of amount of Performance Security. The bank guarantee towards Performance Security equal to 10% of total Contract value shall be in force and valid till the expiry of the Complete Bus Warranty period for the Buses as specified in the (Sr. No. 21, Point A of RFP Summary). The Contractor shall refurbish a fresh Performance Security or reduce the security amount to 5% of the Contract value with extended time period ending after 30 days of expiry of the Structure Warranty Period as per Sr. No. 21, Point B of RFP Summary and as extended for a suitable period by the Contractor in case of any extension of Contracted Delivery Schedule.

In case, the availability of Bank Guarantee from the banks for the length of the Contract is difficult to obtain, the initial Bank Guarantee maybe submitted valid for a period of 2 (two) years, and which shall have to be renewed for similar tenure, 45 (forty five) days before its expiry. The Bank Guarantee towards Performance Security shall be renewed in above manner up to the end of the time period provided in the para above.

- 4.2** In case furnishing of Performance Security is delayed by the Contractor beyond the period provided in preceding sub-clause 4.1 and Performance Security so submitted is accepted by Authority, penalty as per Sub Clause 4.4 hereinafter shall be levied for the period of delay, beyond 30 days allowed as per preceding sub Clause 4.1, in submission of Performance Security.

<sup>4</sup> Amount for Performance Security to be inserted as per the LOA issued to the Successful Bidder for the respective Package

- 4.3** If Bidder, having been called upon by Authority to furnish Performance Security, fails to furnish the same, it shall be lawful for the Authority:
- i. to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any contract with the Authority or the Government or
  - ii. to levy Liquidated Damages in terms of clause 4.4 of GCC or
  - iii. to forfeit the EMD and Terminate the contract or any part thereof and to purchase or authorise the purchase of the buses at the risk and cost of the Contractor.
- 4.4** In case of delay in submission of Performance Security, Authority shall, without prejudice to other remedies under the contract, levy/ deduct liquidated damages @ 0.5% of total value of the Contract inclusive of duties & taxes for delay of each week or part thereof. The decision of Authority shall be final in this regard. The Contractor agrees that liquidated damages are fair and genuine pre-estimate of the loss that would be occasioned by Authority and it shall not dispute the same in any manner. The liquidated damages shall be recovered from EMD and/ or from any bill of the Contractor submitted against any contract.
- 4.5** Authority shall be entitled and it shall be lawful on his part to forfeit amount of Performance Security in whole or in part in event of any default, failure or neglect on part of Contractor in fulfilment or performance in any manner whatsoever of Contractor's obligations under the contract under reference or any part thereof to satisfaction of the Authority. Authority shall also be entitled to deduct from the amount of Performance Security any loss or pre-estimated Liquidated damages for the events included in the clause 30, 39 and 40 of Part F and as mentioned elsewhere in the Contract\_which Authority may suffer or be put to by reason of or due to any act or other default, recoverable by Authority from the Contractor in respect of the contract under reference and in either of the events aforesaid to call upon the Contractor to maintain the amount of performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Authority shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Authority.
- 4.6** The Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e., till



satisfactory commissioning of the buses at Authority's works and thereafter successful completion of Warranty Period as Specified in the Clause 39 of GCC.

- 4.7** As and when, an amendment is issued to the contract, having an impact on amount and validity of Performance Security, Contractor shall, within fifteen days of receipt of such an amendment furnish to Authority an amendment to Bank Guarantee rendering the same valid for the contract as amended.
- 4.8** The Bank Guarantee and or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.
- 4.9** Fresh Performance Security: In the event of encashment of Performance Security by Authority pursuant to an Encashment Notice issued, Contractor shall within 30 (thirty) days of Encashment Notice furnish to Authority fresh Performance Security. The provisions set forth in above shall apply mutatis mutandis to such fresh Performance Security.

## **5. Contractor's Responsibility**

- 5.1** The Contractor shall be entirely responsible for execution of The Contract strictly in accordance with the terms of Technical Specification and General Conditions of Contract, Instruction to Bidder and other conditions of contract.
- 5.2** Contractor shall be responsible for taking all necessary approvals and permissions from the Government of India and from the Government of Tamil Nadu as the case may be and shall be responsible and liable for payment of all statutory and non-statutory dues during the performance of its obligations under the contract.

## **6. Submission of Design**

- 6.1** Bus design shall be developed based on requirements given in the Technical Specification & sound engineering practices. The detailed design of bus body including scalable design and dimensions of exterior and interior structural members and panelling, elevations of RHS and LHS, front and rear facia, service doors, driver doors and driver doors, saloon area, stanchions, electric diagram, window and glass specifications, all the aggregates and sub systems shall be submitted by the successful Contractor with supporting technical data to Authority for the purpose of inspection during proto type approval. However, Contractor shall be required to obtain Type

Approval for buses and Conformity of Production (COP) as per prevalent CMVR from the authorized agencies as per CMVR. In addition, Finite Element Analysis (FEA) using Computer Aided Engineering (CAE) Techniques for required loads/ performance requirements approval shall be obtained from the authorized test agencies as per CMVR. The Contractor remains liable for ensuring adequacy and safety of the design of the Buses. The design shall be developed in S.I. Units.

- 6.2** Notwithstanding the approval, Contractor shall be wholly and completely responsible for satisfactory design, manufacture, supply & performance of these Buses offered during the contract period.

## **7. Quality Assurance Plan and quality of Material**

- 7.1** 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.
- 7.2** The Contractor can use materials out of the lot, which has been approved by a lab. It is necessary to furnish latest Lab Test Reports from CIRT, Pune/ARAI, Pune/ ICAT, Manesar/ BIS approved Labs/NABL approved Labs to the Authority for the Material used in the Manufacturing of the buses during any stage of factory inspections provided in the Contract.
- 7.3** Random samples of items as per list (Annexure 8: Information on Key Bus and ICT Aggregates ) 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.

- 7.4** Vehicle Manufacturers shall be required to obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. The Vehicle Manufacturers shall be required to provide a list of such items along with their Certificates to the Authority.
- 7.5** The cost of all tests, analysis, and patent rights shall be borne by the Manufacturer.
- 7.6** Contractor shall formulate a Quality Assurance Plan (QAP) to ensure quality product conforming with Part G of the RFP. QAP shall cover quality assurance procedures to be followed during all stages of design, planning, procurement, manufacture, supply and commissioning. QAP shall be submitted by the Contractor to Authority within two weeks of signing of Contract.

## **8. Manufacturing of Fully Built Buses**

- 8.1** The Contractor shall manufacture the Chassis of the Fully Built Bus at fully owned inhouse manufacturing facility only.
- 8.2** The Contractor shall construct the Bus Body of the Fully Built Bus at fully owned inhouse Bus Body Building/manufacturing facility or at the Bus Body Building Facility owned by its Associates.
- 8.3** For the purpose hereof, the word “Associate” shall mean, in relation to the Contractor, a firm which controls the Contractor (i.e. Parent/Holding Company) or is controlled by the Contractor (i.e. subsidiary), or is under the common control with the Contractor (i.e. sister concern).

As used here, the expression “control” means, with respect to Contractor which is a company, (i) the ownership of common shareholders, directly or indirectly (i.e. together with one or more of its subsidiary/Holding companies), of at least 50% of the voting shares/shareholding of the firm in question OR (ii) the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

(In the event of any ambiguity or dispute, the provisions of Companies Act 2013, appropriately applied in context, shall prevail)

## **9. Inspection of Buses and Testing of material during inspection**

**9.1** Authority or representative authorized by the Authority may carry out inspection of Prototype and other buses at any of the following stages before pre-dispatch stage at Contractor's manufacturing premises -

i. **Stage 1: Structural assembly stage** before panelling on buses as per the specifications provided in the Part G.

ii. **Stage 2: Fully Built Bus Stage** after Final completion of interior and exterior panelling, and fully equipping of buses as per the specifications provided in the Part G.

**9.2** The Authority shall inspect the buses other than Prototype buses at abovementioned stages through random sampling of available lot of Buses. The Authority at its sole discretion shall decide the percentage of sample size for each available lot of buses based on its assessment of quality of material used in the bus and the workmanship.

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

**9.4** The inspection and factory acceptance testing of the buses shall be carried out at either at the Vehicle Manufacturer's premises or at a location with adequate testing facilities that is nominated by the Vehicle Manufacturer. The inspection of the final acceptance of the buses shall be carried out at the Authority's premises including transit damages, dimension checks, built quality and commissioning work.

**9.5** All the costs associated with the inspection of Prototype bus and other buses at Contractor's premises in India or abroad and at Designated Locations for Delivery including travelling and conveyance expenses of Officials and representatives of the Authority shall be borne by the Contractor.

**9.6** The Authority shall not conduct any laboratory test if the material procurement certificates are submitted by the Contractor at the time of inspection of buses. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for prototype or any other buses, at its own cost. If the material fails the test,

entire cost of testing shall have to be borne by the Contractor. The Authority might conduct lab testing mostly for following material.

<b>Sr.No.</b>	<b>Items to be tested</b>	<b>Specifications</b>
<b>1</b>	CR Tubular sections	BIS:4923-1997 (or latest) of Grade Yst. -240
<b>2</b>	Phosphating / Galvanizing	BIS:3618-1966 (or latest) Class A-2 for Phosphating & BIS:277-2003 or latest - 120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
<b>3</b>	EPDM Rubber	As per AIS 085
<b>4</b>	Glasses Laminated	BIS: 2553 (Part-2)-1992 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass.
<b>5</b>	Aluminum Parts	IS:733-1974 (or latest) for Solid Part, IS:1285-1975 or latest for Extruded Round Tube &Hallow Part and IS:738-1977 or latest for Drawn Tubes, Alloy 63400, tempering WP.
<b>6</b>	Paint	PU Paint as per relevant IS: 13213:1991 (or latest) & any other relevant BIS Standards. For Matt Black Paint the Gloss Value is up to 30 units.
<b>7</b>	LT Wire	BIS: 2465-1984(or latest). DIN 72551- Dimensional Test JIS C 3406- Spark, Immersion & Conductor Resistance Test' SAE recommended J 1127 & J 1128
<b>8</b>	Aluminium Sheet	BIS:737-1986(or latest), Aluminium Alloy H-2/31000
<b>9</b>	CR sheets	BIS:513-2008(or latest)
<b>10</b>	GI Sheets	BIS:277-2003 (or latest), Class-VIII Medium Coating of Zinc Nominal Weight120 grams/M2.
<b>11</b>	Passenger Seat Assembly	As per AIS-023, Bus Code & BIS Standards
<b>12</b>	Marine Board / other floor material	BIS: 710-1976 (or latest) IS:5509-2000 (or latest) for Flammability.

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

- 9.7** The Contractor shall set up the after-sales network along with the required spare parts, aggregates and sub-systems within 30 days from the date of Prototype Acceptance of all the prototype of the Package awarded to the Contractor.

**10. Alteration, Addition/ Deletion, Deviation, Defects/ Deficiencies:**

- 10.1** The Contractor shall manufacture the Bus strictly in accordance with the technical specifications of the contract. Contractor is not allowed to make any alteration, addition/ deletion, and deviation or leave any defect/ deficiency in the manufacturing of the Bus.
- 10.2** The Contractor 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 Contractor 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 Contractor before the commissioning of the completed buses at Designated Locations for Delivery Contractor 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.
- 10.3** The Contractor 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.
- 10.4** However, in case any alteration/ addition/ deletion/ deviation, defects/ deficiencies in any manner are 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 Contractor towards rectifications at his cost. The Authority shall also have a right to make recovery as determined by the MD of the respective STUs of TNSSTC or his authorized representative after costing for defects/ deficiencies, deviations, alterations etc.
- 10.5** For purpose of recovery of compensation and damages, no notice shall be required to be issued to Contractor. However, after cost is assessed and evaluated as per joint inspection carried out in presence of Contractor's representative, The Contractor 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 MD

of the respective STUs of TNSC or his authorized representative, which shall be final and binding upon the Contractor.

## 11. Delivery

**11.1 Delivery Period:** Delivery of prototype Bus and thereafter other buses is to be completed as per the Delivery Schedule specified in the RFP summary.

**11.2** Contractor shall deliver buses to the respective STUs at the following places not later than the dates/schedule specified in the contract (“Designated Locations for Delivery”) along with all the documents required for registration of vehicle at the time of delivery at designated locations as specified below:

Sr. No.	Name of the STUs	Address of the Stores region wise
1.	<b>MTC Limited - Chennai</b>	Works Manager, Central Work Shop, MTC Limited, Chrompet, Chennai – 600 044
2.	<b>TNSC – Villupuram</b>	<p>1) <u>VILLUPURAM REGION</u></p> <p>The Assistant Manager (Store), TamilNadu State Transport Corporation (Villupuram) Limited, Villupuram Region, 3/137 Salamedu, Valuthareddy Post, Villupuram – 605602 Mobile No.: 9445456011. E- Mail: tnsctvpmcws@gmail.com</p> <p>2) <u>VELLORE REGION,</u></p> <p>The Deputy Manager (Store), TamilNadu State Transport Corporation (Villupuram) Limited, Vellore Region, Arcot Main Road, Rangapuram, Vellore - 632009. Mobile No.: 9445021305. E- Mail: stovlr10@yahoo.in</p> <p>3) <u>KANCHEEPURAM REGION</u></p> <p>The Deputy Manager (Materials), TamilNadu State Transport Corporation (Villupuram) Limited, Kancheepuram Region, Orikkai, Kancheepuram – 631501. Ph No: 044 27237482. E- Mail: tnsckpm@gmail.com</p>

3.	<b>TNSTC – Salem</b>	<p>1) <u>SALEM REGION</u></p> <p>The Managing Director TamilNadu State Transport Corporation (Salem) Ltd., Central Stores, Head Office, 12, Ramakrishna Road, Salem – 636 007</p> <p>2) <u>DHARMAPURI REGION</u></p> <p>The Managing Director TamilNadu State Transport Corporation (Salem) Ltd., A. Jettyhalli (Post), AdiyamanKottai, Dharmapuri – 636 807.</p>
4.	<b>TNSTC – Coimbatore</b>	<p>1) <u>COIMBATORE REGION:</u></p> <p>The Managing Director, TamilNadu State Transport Corporation (Coimbatore) Ltd Central Store, 4-A, Good shed Road, Pollachi – 642 001</p> <p>2) <u>ERODE REGION</u></p> <p>The Managing Director, TamilNadu State Transport Corporation (Coimbatore) Ltd, C.P.S., IRTT Complex, Vasavi College (Post), Chithode, Erode - 638 316.</p>
5.	<b>TNSTC - Kumbakonam</b>	<p>1) <u>KUMBAKONAM REGION</u></p> <p>The Assistant Manager (Stores) TamilNadu State Transport Corporation (Kumbakonam) Ltd, 27, New Railway Road, Kumbakonam-1</p> <p>2) <u>TRICHY REGION</u></p> <p>The Assistant Manager (Stores) TamilNadu State Transport Corporation (Kumbakonam) Ltd, (Trichy Region) Central Store, Thuvakudi, Trichy-15.</p> <p>3) <u>KARAIKUDI REGION</u></p> <p>The Assistant Manager (Stores) TamilNadu State Transport Corporation (Kumbakonam) Ltd, (Karaikudi Region) Ram Nagar, Devakottai-3</p> <p>4) <u>PUDUKKOTTAI REGION</u></p> <p>The Assistant Manager (Stores) TamilNadu State Transport Corporation (Kumbakonam) Ltd, (Pudukkottai Region) 51/1 A, Pillai Thanneer Pandal, Thirumayam Road, Pudukkottai-1</p>



6.	<b>TNSTC – Madurai</b>	<p>1) <u>MADURAI REGION</u></p> <p>The Deputy Manager (Stores) TamilNadu State Transport Corporation (Madurai) Ltd, (Madurai Region Stores) Pasumalai RC Unit, GST Road, Pasumalai, Madurai - 625 009.</p> <p>2) <u>DINDIGUL REGION</u></p> <p>The Deputy Manager (Stores) Central Stores Department TamilNadu State Transport Corporation (Madurai) Ltd., (Dindigul Region Office) Collectorate Bye Pass, Chettynaikken Patty, Dindigul – 624 004</p> <p>3) <u>VIRUDHUNAGAR REGION</u></p> <p>The Assistant Manager (Stores) Central Stores Department TamilNadu State Transport Corporation (Madurai) Ltd, (Virudhunagar Region Office) Madurai Road, Virudhunagar - 626001</p>
7.	<b>TNSTC – Tirunelveli</b>	<p>1) <u>TIRUNELVELI REGION</u></p> <p>The Asst. Manager (Stores) TamilNadu State Transport Corporation (Tirunelveli) Ltd., (Tirunelveli Region) No.19 Trivandrum Road., Vannar Pettai, Tirunelveli 627 003</p> <p>2) <u>NAGERCOIL REGION</u></p> <p>The Asst. Manager (Stores) TamilNadu State Transport Corporation (Tirunelveli) Ltd., (Nagercoil Region) Rani Thottam, Nesamani Nagar, Nagercoil - 629 001</p>

**11.3** Authority shall be entitled to levy damages as per clause 30 of Schedule 2: General Conditions of Contract to the Contractor upon failing to perform as per Clause 11.1 and 11.2 above.

**11.4** Notwithstanding any inspection and approval by the Inspecting Officer, ownership of the buses shall not pass on to Authority until the buses have been received, inspected and accepted by the Authority at his end at Designated Locations for Delivery.

**11.5** Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages, risk purchase & other provisions of the contract.

**11.6** Contractor shall intimate Authority at least 15 days prior to any inspection at Contractor premises failing which Authority shall not be liable for delay in inspection and supplies of buses. Authority shall conduct inspection within 15 days from the day of receipt of request for inspection from Contractor. Delay in delivery of buses on account of late inspection and delay in submission of inspection report by the Authority for the affected quantity shall be entirely attributable to the Authority.

## **12. Inspection of Buses at Destination Station**

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

## **13. Provisional Receipt Certificate**

**13.1** Only upon receipt of documentary evidences of the after sales network and spare parts inventory in Tamil Nadu, the Authority shall, through a joint inspection with the Contractor or representative of the Contractor, issue Provisional Receipt Certificate as per the format provided in Schedule 3 of the contract within three working days of receipt of Bus (es) in good conditions along with valid required documents at Designated Locations for Delivery. The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Buses received.

## **14. Removal and Replacement of Rejected Buses**

**14.1** On rejection of any Bus, subjected to inspection or assessment of performance during commissioning at Authority's premises, such buses shall be removed and replaced by Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to Contractor at the address mentioned in contract, it shall be deemed to have been served on him at the time when such communication would in course of ordinary post reach Contractor, provided that where price or part thereof has been paid, the Authority

is entitled without prejudice to his other rights to retain rejected buses till either price paid for the rejected buses is refunded by the Contractor or the same quantity of buses are replaced by the Contractor, save that such retention shall not in any circumstances be deemed to be acceptance of buses or waiver of rejection thereof.

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

## **15. Final Acceptance Certificate**

- 15.1** Contractor shall inform the Authority about rectification/ removal of defects/ deficiencies observed during Joint Inspection carried out during issuance of Provisional Receipt Certificate within 07 days from date of such inspection. Thereafter, Final Acceptance Certificate as per the format provided in the Schedule 4 of the Part F shall be issued by Authority within 15 days after final inspection, satisfactory rectification of deficiencies observed during the join inspection as per clause 13.1 above and satisfactory commissioning of buses at Designated Locations for Delivery or any other Place mentioned in the Contract. (**"Final Acceptance Certificate"**)

## **16. Payment Terms**

- 16.1** Payment to the Contractor shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms & conditions of contract in the manner specified in the Sr. No. 20 of the RFP summary.
- 16.2** For any delay in payment beyond the time stipulated in 15.1 above, the Contractor shall be entitled to claim interest on the delayed payment from the Authority at an annual rate equal to 3% above the Bank Rate of which is published by the Reserve Bank of India on time to time basis, provided such delay is not attributable to any breach of any requirements or obligations of the Contractor as arising from the Purchase Contract

signed pursuant to this RFP. The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

**16.3** The Contractor shall raise invoice for total cost of Supply of Buses as per contract terms for each lot of buses delivered as per the Delivery Schedule at the time of delivery and after issuance of Provisional Acceptance Certificate and Final Acceptance Certificate as of that particular lot in accordance with clause 16.1 above after deduction of Liquidated Damages pursuant to the provisions of the Contract.

**16.4** The Contractor shall bear all the risks pertaining to foreign exchange during the contract period.

## **17. Payment Procedure**

**17.1** Payment as per the payment schedule shall be made in Indian Rupees against bills/invoices submitted by the Contractor.

**17.2** The Contractor(s) /Successful Bidder(s) shall be required to submit invoice as per the payment terms provided in the Clause 16: Part F of the RFP towards supply of Buses to the respective STUs. The STUs, after verification the Invoice amount and calculation of deductible Liquidated Damages pursuant to the provisions of the RFP from the submitted invoices, shall release the Payment Advisory to the PIU/TDFC in Chennai. The payment shall be released to the Contractor(s)/ Successful Bidder(s) by the PIU/TDFC within the time period specified in the clause 16 of the Contract after due deduction of applicable Liquidated Damages and other applicable statutory deductions notified by competent Authority from time to time such as Tax Deduction at Source or Withholding Tax for a Foreign based Contractor etc.

## **18. Submission of Drawings**

**18.1** Contractor shall provide two sets of general drawings in soft copy comprising of elevations – sides, front & rear ends along with main dimensions, isometric views, exterior & interior details, seating layouts, specified colour scheme, bill of materials and their sizes and specifications, etc. The above-mentioned general drawings along with other documents as specified in Part G of the RFP shall be supplied by Contractor to Authority in advance of dispatch of Prototype Bus from Manufacturer's Premises.

## **19. Service Engineering**

**19.1** Contractor shall furnish information on maintenance practices to be followed for these Buses manufactured to confirm to Technical Specification or similar to those offered against the tender, clearly spelling out the following:

- i. Maintenance standards including clearances and tolerances at various locations and permissible limits of wear for good riding comfort, performance and operation.
- ii. Inspection procedure & periodicity of various preventive schedules in detail including gauging practices.
- iii. Maintenance procedures in detail including preventive maintenance schedules
- iv. Facilities required for maintenance, giving detailed information on the following:
  - a. Plant & Machinery required for maintenance.
  - b. Gauges, Jigs and Fixtures and Tools required during maintenance
  - c. Space requirements for maintenance facilities.
  - d. Any other details necessary for development of said facilities.

## **20. Service Manuals, Spare Parts Catalogues and After Sales Network**

**20.1** Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least 5 sets of each for every 100 buses or part thereof of the same shall be supplied without any extra charge, along with the first supply. Detailed spare parts catalogue listing all components manufactured or purchased (five copies for every 100 buses or part thereof) shall be supplied without any extra charge. All manuals shall be sent to Authority in advance of dispatch of buses from manufacturer's works.

**20.2** Contractor shall also furnish printed price list (valid for the warranty period) giving cost of all components/ assemblies of the Bus for applicable spares parts/ aggregates/ consumables etc. along with maximum discount allowed to Authority on purchase of such items as per prices in the price list during life of the Bus. The Contractor shall give an undertaking along with the Bid that the rates of parts/ discounts etc. quoted by them in the price lists are reasonable and do not exceed rates at which these parts are made available on DGS&D/ ASRTU Rate Contract (RC) / to any other Government Department/ Public Sector Undertaking/ Authorized Dealers, etc. The rates of spare

parts shall be valid for the warranty period from date of submission of printed price list and the price variation will be limited to relevant price index of the Government of India.

- 20.3** Contractor shall additionally ensure the setting up of after sales network along with the required spare parts, aggregates and sub-systems as per the timeline specified in Clause 9.7 of Part F of the RFP. The Contractor shall submit documentary evidences showcasing locations of the service networks and the spare parts inventories.
- 20.4** Upon failing to setup, the after sales network within the timeline specified in Clause 9.7 of GCC, the Authority shall provide a time period of additional 30 days to the contractor as a remedial period to fulfill such obligations. During the remedial period, the Authority shall collect 0.33% of the Performance Security of the relevant Package on per day basis as Liquidated Damages.
- 20.5** Non-fulfilment of the obligation with respect to Clause 20.3 above by the Contractor after the expiry of the remedial period as mentioned in Clause 20.4 above shall be considered as Contractor's Event of Default.
- 20.6** The Authority shall be entitled at its own discretion to not accept any lot of buses at its premises until the Contractor sets up the after sales network and spare parts inventory in Tamil Nadu as per the requirement of the RFP.

## **21. Training**

- 21.1** The Contractor, at its own cost, shall "Train the Trainers" on 1) BS VI technology and 2) on board ITS equipment to at least 25 Driving Instructors and 15 Maintenance Instructors per TNSTC STU. This shall also include training the Depot Managers and Engineers. The Contractor shall provide adequate material and resources required for the training.
- 21.2** The Contractor shall submit the training content, Manuals and list of resources to the Authority within 10 days from the date of issue of Letter of Acceptance/ Work Order. The training content shall be reviewed by the Authority or representatives of the Authority in light of larger capacity building program proposed under the Bus Modernisation Plan. on The Contractor shall immediately commence the training pursuant to clause 21.1 above after incorporating the suggestions/modifications provided by the Authority or its representatives. The Contractor shall make available the finalised training manuals in English and Tamil languages for the purpose of imparting better understanding of the training content to the trainees.

- 21.3** The training shall be provided at regional training centres of the Authority/IRT. The Contractor shall provide minimum 3 (nos.) of training bus or simulator or similar adequate infrastructure for the purpose of Physical Training based on the requirement. The Contractor can also arrange such Physical Training at its own premises/facility at its own cost.
- 21.4** The Contractor shall make available such infrastructure for Physical Training, till arrival of first lot of buses in each STU, for the purpose of Training by the Trainers to the other staff
- 21.5** The Training for all the required staff as provided in the clause 21.1 above shall be completed before completion of Prototype Inspection of all the Bus Types .
- 21.6** The Contractor shall have to certify the trainees for the said training programs and a satisfactory note to be issued by trainees at the end of training program.

## **22. Environmental conditions**

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

## **23. Environmental, Social, Health and Safety (ESHS) Requirements**

- 23.1.1** The Contractor shall demonstrate the existence of an Environmental and Occupational Health & Safety Policy and shall demonstrate adequate organizational and quality staffing for environmental, Social and Occupational Health and safety management (including ESHS supervisors and managers) especially due to manufacturing and maintenance processes. The Contractor shall demonstrate the existence of a declaration on ethical business principles or similar declaration (Code of Conduct). All Contractor's Personnel, subcontractors and temporary workforce shall be made aware and acknowledge their understanding of the rules of procedure and the associated provisions.
- 23.1.2** The Contractor must identify and comply with all applicable laws, permits and regulations in relation to the protection of the environment (water, air, soils, noise, vibration, vegetation, fauna, flora, waste, groundwater) and shall take the necessary measures to ensure that – due to manufacturing and maintenance processes - pollution to air, water or land is prevented or, where this is not possible, reduced and mitigated

as far as practicable regarding waste, liquid effluents, air emissions, noise and vibration and fuel, oil and chemical storage and handling

**23.1.3** The Contractor shall demonstrate the existence of a Health and Safety Plan, pursuant to its Health and Safety Management system, including prevention and protection measures to control risks related to the execution of the works, by differentiating, where necessary, measures concerning the protection of women and men (e.g. Personal Protective Equipment, health and safety meetings/trainings etc.).

**23.1.4** The Contractor shall demonstrate the existence of an Emergency Plan including emergency response measures regarding fire or explosion, safety incidents or malicious act, etc. and shall have adequate incident / accident reporting procedures in place.

**23.1.5** The Contractor ensures a minimum of first-aid provisions on any work site, including: suitably stocked first-aid kits; a person, respectively an adequate number of staff appointed and trained to take charge of first-aid arrangements and ensure that staff and workers are informed about first-aid arrangements.

**23.1.6** The Contractor shall comply with and ensure that all its Subcontractors and major suppliers, i.e., for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organization<sup>5</sup> (ILO) and international environmental treaties.

**23.1.7** The Contractor shall respect and facilitate workers' rights to organize and provide a Worker Grievance Mechanism for all workers, including the workers of subcontractors, shall receive an induction on their rights and on the Worker Grievance Mechanism.

## **24. Technical Requirements**

**24.1** Vehicle Manufacturers / Contractor is expected to provide all items required for proper functioning of Buses in accordance with the best current international practices whether included in the specifications as Part G of the RFP or otherwise.

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<sup>5</sup>In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organizations and e) non-discrimination.



## **25. Use of Authority Plant and Equipment**

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

## **26. Duties & Taxes**

- 26.1** The Contractor is required to indicate breakup of duties and taxes payable by them in their Price Schedule in respect of Price of Bus. For the supplies of buses made as per the Delivery Schedule, the statutory levies, except those are applicable on imported Fully Built Buses, shall be reimbursed to the Contractor at actual as applicable on the date of supply.
- 26.2** For supplies of buses made beyond the Delivery Schedule specified in the Clause 11 of Part F (Schedule 2), if the delay is not on account of the Authority, any additional taxes and duties beyond those prevailing at the scheduled delivery time as per the Delivery Schedule shall be to the account of the Contractor. In no case, Contractor shall be entitled to any increase in duties and levies imposed after expiry of Delivery Schedule provided in the Contract.
- 26.3** Notwithstanding above, in case of the reasons for delay in the delivery of buses are attributable to the Contractor, any downward revision in the statutory levies shall be payable as per actual.
- 26.4** In case the Contractor, manufactures the Buses at destination outside India, the Authority shall, in no circumstances, be liable to pay any upward changes in the taxes or statutory levies applicable at such location outside India.

## **27. Amendments**

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

## **28. Authority Address**

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

- i. For all Policy, Contractual and Commercial matters: The Director, IRT
- ii. Prior to the award of the Contract: The Director, IRT
- iii. For matters relating to design and drawings: The Director, IRT
- iv. For matters relating to progressing of testing and commissioning, measurements and billing of Buses: Managing Directors of the respective STUs.

## **29. Delays in Contractor's Performance**

**29.1 Delivery to be affected without time over-run:** The time allowed for and the date specified in the contract or as extended or modified, for delivery & commissioning of buses shall be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

**29.2 Progress of deliveries:** Contractor shall allow reasonable facilities and free access to his works and records to Inspecting Officer or such other Officer as may be nominated by Authority for the purpose of ascertaining the progress of deliveries, etc. under the contract.

**29.3** A failure or delay by Contractor in performance of his obligations for delivery and commissioning of buses, Authority at his discretion may take following actions:

- i. Extend delivery period for unsupplied/ non-commissioned quantity of buses with imposition of pre-estimated liquidated damages as per Clause 30 of GCC and/or
- ii. Forfeit the Performance Guarantee in case of further delay in the supply of remaining quantity of buses; and/ or
- iii. Terminate the contract for unsupplied quantity of buses as per the provision set forth in Clause 42 of GCC; and
- iv. Effect purchases at the Contractor's risk and cost for unsupplied quantity of the Contracted Buses.

- 29.4** If at any time during performance of Contract, Contractor encounters conditions beyond its control impeding timely delivery and Commissioning of buses, the Contractor shall promptly notify the Authority in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, Authority may evaluate the situation and may, at his discretion, extend Contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. The extension, if any, shall not affect condition of time being of the essence of the Contract.

### **30. Liquidated Damages for delay in delivery of Buses**

- 30.1** Subject to Clause 29 above, if the Contractor fails to complete the commissioning of same within the delivery period (s) specified in the contract, the Authority shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages as Specified in the RFP Summary of the total value of the unsupplied buses inclusive of duties & taxes which the Contractor has failed to deliver/commission within the period fixed for delivery/commission for delay of each week or part thereof.
- 30.2** The amount of pre estimated liquidated damages to be charged under the contract, in terms of preceding clause 30.1 shall not exceed as the cap provided in the RFP Summary.
- 30.3** Contractor agrees that pre-estimated damages mentioned at clauses 30.1, & 30.2 are fair and genuine pre-estimate and not by way of penalty. Contractor also agrees that he shall not dispute the same in any manner.

### **31. Acceptance of Buses received after the expiry of Delivery Period**

- 31.1** Contractor is required to complete supplies within stipulated delivery period. In case Contractor fails to complete the entire/ part quantity of supplies within stipulated delivery period, Authority, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to following conditions:
- i. Contractor shall pay and Authority shall recover pre-estimated liquidated damages from Contractor as per clause 30 on buses which the Contractor has failed to deliver within the period fixed for delivery.

- ii. All Government Taxes/ Levies, as applicable, on the date of invoicing of the buses shall be payable to the Contractor
- iii. Notwithstanding any stipulation in contract for increase in price on any other ground, no such increase in Government taxes / levies etc which takes place after delivery date stipulated in the contract shall be admissible on such of the said buses as are delivered after the said date.
- iv. Authority shall be entitled to benefit of any decrease in price on account of reduction in statutory levies, Custom Duty, GST and duties or on account of any other ground which takes place during the currency of the contract and/ or after expiry of the delivery date stipulated in contract. Contractor shall allow said benefit in his bills and in absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

## **32. Progress Reports**

- 32.1** The Contractor shall, on monthly basis, render reports concerning progress of the contract and/ or supply of the buses in the Format acceptable to the Authority.
- 32.2** The submission, receipt and acceptance of such reports shall not prejudice the rights of Authority under the contract, nor shall operate as estoppels against Authority merely by reason of the fact that it has not taken notice of/ or subjected to test any information contained in such report.

## **33. Inspections and Audit by the KfW**

- 33.1** The Contractor shall keep, and shall make all reasonable efforts to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

The Contractor shall permit, and shall the KfW and/or persons appointed by the KfW to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the KfW if requested by the KfW.

## **34. Indemnity**

- 34.1** The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify Authority against all claims which

may be made in respect of buses for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered design or trade mark being made against the Authority, Authority shall notify the Contractor of the same and Contractor, shall at his own expense and responsibility, either settle any such dispute or conduct any litigation that may arise there from.

### **35. Safety Measures**

- 35.1** Contractor should take all precautionary measures in order to ensure protection of his own personnel moving about or working on the premises of Authority i.e., Authority.
- 35.2** Contractor should abide by and conform to all rules and regulations of Authority in force from time to time and ensure that the same are followed by his representatives, agents, sub-Contractor or workmen working in the premises of Authority.
- 35.3** Contractor should ensure that while working in the premises of Authority, unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and/ or damage to equipment, does not occur.
- 35.4** The Contractor shall take prevention and protection measures to control risks related to the execution of the manufacturing works, by differentiating, where necessary, measures concerning the protection of its employees and visitors for example ensuring that, where appropriate, PPE shall be provided and must be worn by all personnel, visitors or third parties entering a manufacturing area. Further the Contractor shall take prevention, protection and emergency response measures regarding fire or explosion, safety incidents etc. in manufacturing and maintenance areas.
- 35.5** Contractor should indemnify and keep the Authority indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises of Authority and any loss or damage to property of Authority sustained due to the acts or omissions of Contractor irrespective of whether such liability arises under Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time.

### **36. Consequence of Rejection**

**36.1** If any consignment of buses is rejected by Inspecting Officer or by Authority during testing, trials and commissioning and Contractor fails to rectify rejected Bus(es) within 21 days of rejection, Authority shall be at liberty to:

- i. require the Contractor to replace rejected buses forthwith but in any event not later than a period of 30 days from the date of expiry of the rectification period and Contractor shall bear all costs of such replacement including freight and insurance etc., if any, on such replacement and shall not be entitled to any extra payment on that or any other account; or
- ii. purchase or authorize purchase of quantity of buses rejected of same or similar description (when buses exactly complying with "particulars" are not in opinion of Authority, which shall be final, readily available) without notice to Contractor at his risk and cost and without affecting Contractor's liability as regards supply of any further instalments due under the contract; or
- iii. cancel contract and purchase or authorise purchase of buses of same or similar description (when buses exactly complying with particulars are not in the opinion of Authority, which shall be final, readily available) at the risk and cost of Contractor. In the event of action being taken under sub clause (ii) above or under this sub-clause (iii), the provisions pertaining to timeline of replacement of buses set forth in the preceding sub clause (i) above shall apply as far as applicable.

### **37. Quantity Variation**

**37.1** The Authority reserves the right to increase or reduce the number of Contracted Buses as specified in the point 2B of the RFP summary after issuance of LOA however before 180 days of completion of delivery of all buses as per the contracted delivery schedule without any change in Unit Price or other Terms & Conditions. Such increase or decrease in the order size shall be on pro-rata basis in the ordered quantity of all the Bus Types as specified in the RFP summary.

**37.2** The Price Bid of the Bidder will be used to determine the per Bus cost, and in the event of reduction of number of Buses pursuant to Clause 37.1 above, the total Contract price shall be reduced accordingly.

### **38. Corrupt practices**

- 38.1** Bidder/ Contractor shall not offer or give or agree to give to any person in employment of Authority or working under the orders of the Authority any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to obtaining or execution of contract or any other contract with Authority or for showing any favour or forbearing to show disfavour to any person in relation to the contract or any other contract with the Authority and shall comply with KfW's policy for corrupt and fraudulent practices as set forth in Appendix A to the Contract. Any breach of the aforesaid condition by Bidder/ Contractor, or any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants, shall entitle the Authority to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of rejection of buses and termination of contract provided in the Contract as applicable.
- 38.2** Any dispute or difference in respect of either interpretation, effect or application of above sub-clause or of amount recoverable there under by Authority from the Bidder/ Contractor, shall be decided by Authority, whose decision thereon shall be final and binding on Bidder/ Contractor.

### **39. Warranty**

- 39.1** Contractor shall be responsible for any defect or failure of Buses or equipment provided in these buses due to defective design, material or workmanship, for the Complete Bus Warranty Period, Structure Warranty Period and ITS Equipment Warranty Period Specified in the RFP Summary individually for each Bus from the date of issuance of Final Acceptance Certificate by the Authority. The rectification/ replacement of failed components/ equipment shall have to be undertaken by Contractor free of charge at Authority's workshop/ depot. Contractor shall collect failed & defective components/ equipment from Authority site and send them to the works of the Contractors at his cost and responsibility. This shall be arranged directly by the Contractor or his representative. Further, should any design modification be required to be made in any assemblies/ sub- assemblies such as engine, catalytic converter, self- starter & alternator, transmission, air suspension, front axle, rear axle, steering, electronic ITS equipment's of the buses, pneumatically operated doors etc.,

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

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

Sr. No	Nature of Repair or Replacement	Repair or Replacement time in number of days
<b>1</b>	All minor repair, defect& replacement of aggregates like- Air Compressor, Intercooler, Clutch plate, Alternator, Injectors, AC-compressor, Retarder etc.	3
<b>2</b>	All major repair, defect& replacement of aggregates like-Engine, Gear Box, Rear Axle, Front Axle, etc.	7
<b>3</b>	Any minor defect/deficiency in the any member of the bus structure assembly which can resolved through welding, replacement of defected members without disturbing entire structure.	7
<b>4</b>	Any defect/deficiency in the any member of the bus structure assembly which leads to major replacement of structural members.	15

The above timeline shall be considered from the date of intimation from the Authority about requirement of such repair or replacement in the Contracted buses.

**39.4** Contractor shall observe following service levels for the on board ITS equipment during the Warranty Period.

S. No.	Module	Service Level Description	Measuring Duration	Baseline Minimum	Lower Performance	Critical Breach	Definition	Liquidated Damages		
								Baseline Performance	Lower Performance	Critical Breach
1	AVLS	Availability of on-bus AVLS device for operational purpose	Daily	99.90 %	99.89 % to 99.00 %	<99%	AVLS unit is deemed to be operational when it is able to provide/ send GPS	a) Accurate KM Reports from on On-Board	For every On Board-AVL devices under the Lower	For every On Board-AVL devices under the Critical



							data to server with time stamp	AVL Devices b) Hourly Data Packets	Performance, a penalty of INR 200 shall be imposed.	breach, a penalty of INR 300 shall be imposed.
2	AVLS	AVLS OBU/SCU availability for all functions which includes availability of all associated components like BDC, Microphone, Bus PAS system (4G/GPRS connection availability is excluded from this)	Per occurrence	-	-	-	AVL OBU Availability is defined as the proper functioning of the OBU with all its features & functions along with required hardware & software as per the functional & technical specifications defined in the bidding documents	Physical incidents recorded at OCC through ground staff of operator	For every occurrence of unavailability of any of the listed component for the one month, a penalty of INR 100 shall be imposed.	
3	AVLS	Replacement Time of Malfunction AVLS Unit where Immediate corrective action is required	Per occurrence	1 day			A device is reported to be Malfunction after initial attempt of fixing is done by Bus ITS service provider and now has to undergone replacement of major part replacement	Date and Timestamp of Issue logged at OCC helpdesk.	For every On Board-AVL Device beyond the baseline performance, a penalty of INR 1000 per device per day shall be imposed.	
4.	PIS	Display & Announcement of the Route/ Next Stop Details in the On-Board AVL devices and Correctness of Display fields - Line	Per occurrence	-	-	-	Display of additional text message means that the message to asked by authority in writing to display on	Physical incidents recorded at OCC through ground staff of operator.	For every occurrence of unavailability of any of the listed facility, a penalty of INR 100	

		number & Destination, Via destination, Trip related text message					fleet of respective STU via over the air configuration on bus PIS display		per device shall be imposed.	
5.	On-bus PIS	Replacement Time of Malfunction PIS display or its associated wiring harness	Per occurrence	1 day	-	-	Malfunction PIS is defined as the PIS which is not able to power-on or frequently getting faulty due to any abrupt behaviour of other associated components or fault in wiring harness which requires immediate replacement of items to perform as per operational requirement.	Physical incidents recorded at OCC through ground staff of operator	For every PIS device beyond the baseline performance, a penalty of INR 1000 per device per day shall be imposed.	
6.	Over the Air Updating	Updating the Firmware Files to all installed OBUs	Per Occurrence/ Direction Given by the STUs	<1 Day	>1 Day to <3 Days	>3 Days	Updating the Firmware Files is defined as the firmware Updating to the OBU from the date of direction given by the respective STUs.		For every remaining bus OBITS system firmware Updating a penalty of INR 200 per device per day shall be imposed.	For every remaining bus OBITS system firmware, updating a penalty of INR 300 per device per day shall be imposed
7.	Route/ Route Part Updating	Updating of Route/ Route Part to all OBUs	Per Occurrence/ Direction	<2 Day	>2 Day to <5 Days	>5 Days	Updating the Route Files is defined as the route		For every remaining bus OBITS system	For every remaining bus OBITS system

			Given by the STUs				hex files Updating to the OBU from the date of direction given by the respective STUs.		firmware Updating a penalty of INR 50 per device per day shall be imposed.	firmware Updating a penalty of INR 100 per device per day shall be imposed.
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**39.5** If the Contractor fails to adhere to the timelines for rectification of defects and/or service levels for ITS equipment as specified in the clause 39.3 and 39.4 above, the Authority shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages as provided in the RFP summary.

**39.6** The Liquidated Damages pursuant to clause 39.5 above shall be calculated based on records registered in the official books of accounts of the Authority.

#### **40. Assured Fuel Efficiency**

**40.1** The Contractor shall be responsible for maintaining minimum average Fuel Efficiency for each Type of the Bus as specified in the RFP summary during the Warranty Period.

**40.2** The Authority shall, without any prejudice to the Contractor, collect the Liquidated Damages from the Contractor of the amount provided in the RFP summary for not meeting the requirements for Assured Fuel Efficiency.

#### **41. Insolvency and Breach of Contract**

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

- i. being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- ii. being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- iii. commits any breach of the contract not herein specifically provided for.

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

## **42. Contractor Events of Default**

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

- i. if Contractor fails to deliver any or all of the buses or fails to commission the same within the delivery schedule(s) specified in contract or any extension thereof granted by Authority pursuant to clause 11 of this schedule.
- ii. if Contractor fails to setup after sales network and spare parts inventory in Tamil Nadu within the timeline specified in Clause 9.7 of Schedule 2 GCC and after the expiry of the remedial period provided in Clause 20.4,
- iii. If the Contractor outsource or sublet Chassis Manufacturing to any sub-contractor and Bus Body Building activity to a sub-contractor who is not its Associate as per the definition provided in the Agreement.
- iv. In case of pre-decided Liquidated Damages exceeds the limit specified in the clause 30.2.
- v. Contractor is in breach of any of its obligations under this Contract and the same has not been remedied for more than 60 (sixty) days.
- vi. A resolution for voluntary winding up has been passed by the shareholders of the Contractor.
- vii. Any petition for winding up of Contractor has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of

amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Contractor under this Contract;

- viii. Contractor fails to comply with the Applicable laws, rules and regulations.
- ix. Any representation made or warranties given by the Contractor under this Contract or under the RFP document is found to be false or misleading.
- x. Contractor fails to maintain/ refurbish/ replenish the Performance security as per terms of this Contract.
- xi. Contractor suspends or abandons the Delivery of the Contracted Buses or Service during Warranty Period without the prior consent of Authority, provided that the Contractor shall be deemed not to have suspended/ abandoned Delivery of Buses or Services during Warranty Period if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Contract by the Authority.
- xii. The Contractor repudiates this Agreement or otherwise evidences an intention not to be bound by this Contract.
- xiii. The Contractor failed to make any payments/damages/damages due to Authority within period specified in this Contractor or indicated by Authority without any valid reason.
- xiv. The Contractor failed to perform any of the Contractor's obligations, which has a Material Adverse Effect on the Contract.
- xv. Contractor creates an Encumbrance over the Contracted Buses.
- xvi. Contractor fails to adhere to the timelines set forth in the Contract for performance of Contractor's obligations thereunder.
- xvii. Any other default/breach of its obligation by the Contractor, for which default/breach termination has been prescribed in terms of this Contract.

### **43. Authority Events of Default**

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

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

#### **44. Termination for Default**

- 44.1** Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of an Contractor Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days or reasonable period at sole discretion of Authority to the Contractor to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Contract.
- 44.2** In the event of termination due to Contractor Event of Default, Authority shall have the right to;
- i. invoke and retain the Performance Guarantee amount in full
  - ii. Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination, except the payment to be made for the buses delivered by the Contractor and to which the Final Acceptance Certificate has been issued by the Authority.
- 44.3** In the event the Authority terminates the contract in whole or in part, pursuant to sub-clause 44.1, Authority may enter into fresh contract with any other Contractor for completing unfulfilled portion of contract and Contractor (whose Contract is terminated) shall be liable to Authority for any excess costs for such buses, their commissioning for Warranty However, Contractor shall continue performance of the contract to the extent not terminated.
- 44.4** Without prejudice to any other right or remedies which the Contractor may have under this Contract, upon occurrence of an Authority Event of Default, the Contractor shall be

entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 15 (fifteen) days or reasonable period to the Authority to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Contractor, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Contract.

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

- i. Refund the Performance Guarantee amount in full after deduction of any due payable by the Contractor
- ii. Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination, except the payment to be made for the buses delivered by the Contractor and to which the Final Acceptance Certificate has been issued by the Authority.

#### **45. Force Majeure**

- 45.1** 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.
- 45.2** 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.
- 45.3** The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of Force Majeure event, inform other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Contractor for not performing his obligations under this clause/ contract.
- 45.4** 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.

- 45.5** 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.
- 45.6** Contractor shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.
- 45.7** In the event of termination due to Force Majeure Event of Default, Authority shall;
- i. Refund the Performance Guarantee amount in full after deduction of any due payable by the Contractor
  - ii. Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination, except the payment to be made for the buses delivered by the Contractor and to which the Final Acceptance Certificate has been issued, to Contractor.

## **46. Laws Governing the Contract**

- 46.1** This contract shall be governed and interpreted in accordance with the laws of India.
- 46.2** Irrespective of the place of delivery and the place of payment under the contract, contract shall be deemed to have been made in Chennai from where the 'Letter of Acceptance' of the Bid has been issued and where the contract is to be performed by supplying, commissioning and maintaining the buses.
- 46.3** Jurisdiction of Courts. - The Courts of Chennai, Tamil Nadu, the place from where the 'Letter of Acceptance' of the Bid has been issued) and where the contract is to be performed by supplying and commissioning of the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.
- 46.4** Compliance with provisions of Contract Labor (Regulation and Abolition) Act, 1970.
- 46.4.1** The Contractor shall:



- a. comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable or as per labour laws applicable in the country of origin of the Contractor and shall also indemnify Authority from and against any claims under the aforesaid Act and the Rules.
- b. obtain a valid license under the aforesaid Act as modified from time to time before commencement of the contract and continue to have a valid Licence until completion of contract. Any failure to fulfil this requirement resulting in non-execution of the contract shall attract penal provisions of the contract.
- c. Pay to labour employed by it directly or through his authorized network/ Service Provider the wages as per provisions of the aforesaid Act and Rules wherever applicable. The Contractor, shall notwithstanding provisions of contract to the contrary, cause to be paid wages to labour indirectly engaged on the contract including any engaged by his authorized network/ Service Provider in connection with said contract, as if the labour had been immediately employed by him.
- d. comply with or cause to be complied with provisions of aforesaid Act and Rules wherever applicable in respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of contract, Contractor.

**46.4.2** In every case in which, by virtue of provisions of aforesaid Act or Rules, Authority is obliged to pay any amount of wages to a workman employed by the Contractor or his authorized network/ Service Provider in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of contingent liability of the Authority due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules, Authority shall recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Authority under sub-Part (2) of Part 20, and sub-Part (4) of Part 21, of the aforesaid Act, Authority shall be at liberty to recover such amount or part thereof by deducting it from the amount of Performance Guarantee Bond and/or from any sum due by the Authority to the Contractor whether under the contract or otherwise. Authority shall not be bound to contest any claim made against him under

sub- Part 2 of Part 20 and sub-Part 4 of Part 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Authority full security for all costs for which Authority might become liable in contesting such claim. The decision of the Authority regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

## **47. Change in Law**

- 47.1** Unless otherwise specified in the Contract, if after the date of twenty-eight (28) days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India or Tamil Nadu that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited.

## **48. Settlement of Dispute and Arbitration**

### **48.1 Amicable Resolution**

**48.1.1** 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 48.1.2 below.

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

## **48.2 Arbitration**

### **48.2.1 Arbitrators**

Any Dispute which is not resolved amicably as provided in Clause 48.1 shall be finally settled by binding arbitration under the Arbitration and Conciliation (Amendment) Act, 2019. The Arbitration shall be conducted by an Arbitration Tribunal consisting of three arbitrators, one to be appointed by each Party and the third arbitrator being appointed by the two arbitrators so appointed (**“Arbitration Tribunal”**). In case of any difficulties in appointment of Arbitration Tribunal, the provisions of the Arbitration and Conciliation (Amendment) Act, 2019 shall prevail. The decision of the Arbitration Tribunal shall be final and binding.

### **48.2.2 Place of Arbitration**

The place of arbitration shall be Chennai.

### **48.2.3 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.

### **48.2.4 Procedure**

The procedure to be followed in the arbitration by the Sole Arbitrator shall be in accordance with the Arbitration and Conciliation (Amendment) Act, 2019 and as may be decided by the Arbitration Tribunal.

### **48.2.5 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.

#### **48.2.6 Fees and Expenses**

The fees and expenses of the Arbitration Tribunal and all other expenses of the arbitration shall be initially borne and paid by the respective Parties equally subject to determination by the Arbitration Tribunal. The Arbitration Tribunal 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.

#### **48.2.7 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

### **49. Secrecy**

- 49.1** Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 49.2** Any breach of the aforesaid conditions shall entitle Authority to cancel the contract and to purchase or authorize purchase of buses at the risk and cost of the Contractor in accordance with Clause 0 thereof as applicable.

### **50. Miscellaneous**

#### **50.1 Notices**

**50.1.1** Unless otherwise stated, notices to be given under this Contract shall be in writing and shall be given by hand delivery/ recognized international courier, mail, and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Authority <sup>6</sup>

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<sup>6</sup> The address of the Authority and the Contractor shall be inserted at the time of signing of the Contract

\_\_\_\_\_

If to the Contractor.

**50.1.2** The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Authority, shall be written in the English language in Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

**50.1.3** The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Authority.

## **50.2 Counterparts**

**50.2.1** This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract but shall together constitute one and only one Contract.

## **50.3 Assignment**

**50.3.1** No assignment of this Contract, or any rights or duties hereunder shall be made in whole or in part by any Party at any point of time during the Total Contract Period.

Provided, further that, under no circumstances shall the Contractor be absolved of his rights, duties, obligations under the terms and conditions of this Contract, and the Contractor shall be solely and exclusively responsible for the implementation of this Contract.

## **50.4 No Partnership**

**50.4.1** Nothing herein contained shall be construed to constitute a partnership between Authority and the Contractor, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

**50.5 Severability**

**50.5.1** If any provision of this Contract shall be declared illegal, void or unenforceable, the same shall not affect the other provisions herein which shall be considered severable from such provision and shall remain in full force and effect.

**50.6 Exclusion of Consequential Losses**

**50.6.1** Notwithstanding anything to the contrary contained in this Contract, the indemnities herein provided shall not include any claim or recovery in respect of; any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Contract.

## **Appendix A: KfW Policy –Sanctionable Practice**

### **Sanctionable Practice**

The Authority/PEA and the Contractors must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare mis-procurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

<b>Coercive Practice</b>	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
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<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
<b>Fraudulent Practice</b>	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
<b>Obstructive Practice</b>	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
<b>Sanctionable Practice</b>	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.



### Schedule 3: Format of Provisional Receipt Certificate

1. **Name of the Vehicle Manufacturers:**
2. **Reference Contract:**
3. **Reference document(s):**
4. **Chassis No.** List of chassis number of the inspected buses to be placed as annexure.
5. **Type of Bus:**

Dated: \_\_\_\_\_

Place of Final Inspection: \_\_\_\_\_

Engine No. \_\_\_\_\_

As per above referred joint inspection report \_\_\_\_ (nos.) Buses received and jointly inspected. Following deficiencies are observed at the time of Inspection

Sr. No.	Deficiencies Observed at the time of Provisional Acceptance

The Provisional Receipt Certificate for the buses listed in the Annexure is being issued subject to rectification of above deficiencies as per timeline specified in the Contract. Final Acceptance Certificate will be issued only after removal of above deficiencies.

Authorized Signatory

## Schedule 4: Format of Final Acceptance Certificate

1. **Name of the Vehicle Manufacturers:**
2. **Reference Contract:**
3. **Reference document(s):**
4. **Chassis No.** List of chassis number of the inspected buses to be placed as annexure
5. **Type of Bus:**

Dated: \_\_\_\_\_

Place of Final Inspection: \_\_\_\_\_

Engine No. \_\_\_\_\_

As per above referred joint inspection report \_\_\_\_ (nos.) Buses inspected, are Finally accepted. Following is the status of rectifications of the deficiencies observed at the time of Provisional Acceptance.

Sr. No.	Deficiencies Observed at the time of Provisional Acceptance	Status as on date

The Buses having chassis no, listed in the Annexure are accepted after complete removal of all the deficiencies.

Authorized Signatory

## **PART G: TECHNICAL BUS SPECIFICATION**

**Attached Separately**

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## PART H: ANNEXURE

### Annexure 1: Cover Letter

**(On bidder's letterhead/ Lead Member in case Bidder is a Consortium)**

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

Date: (On or before Last Date of Submission)

**The Director,**  
Institute of Road Transport  
100 Feet Road, Taramani,  
Chennai - 600113

**Subject: Submission of Bid for Request for Proposal (RFP) for Manufacture and Supply of 1771 (nos.) BS VI, Diesel fueled, fully built Non-AC Buses for various cities of Tamil Nadu, India - International Competitive Bidding (ICB)**

**IRT Tender no. 16/SF-Fully Built Bus/CP/IRT/2022**

**KFW reference No: BMZ209919234/KFW508859**

1. We are bidding for the following Packages(s):

Package	Package details	Insert [✓] against the Packages for which the bid is submitted.
1	11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type I	
2	11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (NDX)	
3	12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled Fully Built buses – Type II (DLX)	

2. We have examined the 'Instructions to Bidder' 'General Conditions of Contract', 'Technical Specifications' and Annexure for the above Bid, we the undersigned, offer to design, manufacture, supply, test and commission and Guarantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid of the bid submitted separately, or such other sum as may be ascertained in accordance with the conditions.
3. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Proformas/ Annexure given in the RFP Document.

4. We undertake, if our Bid is accepted, we shall commence manufacturing of Buses as per delivery schedule offered by us to complete manufacturing, Supply and Commissioning of Buses and to guarantee satisfactory working of the buses/ fulfil our obligations under the Warranty for the period as per RFP Document.
5. If our Bid is accepted, we shall furnish a Bank Guarantee for Performance as Security for due performance of the Contract. The amount and form of such guarantee shall be in accordance with 'General Conditions of Contract'.
6. We have independently considered the amount shown in 'General Conditions of Contract' as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
7. We agree to Bid by this Bid for a minimum period of 120 days from the date of Last date of Submission of Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
8. This Bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
9. We understand that you are not bound to accept the lowest or any offer you may receive against this Bid.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Date: dd/mm/yyyy

Signature & Name: \_\_\_\_\_

In the capacity of \_\_\_\_duly authorized to sign Tenders for and on behalf of \_\_\_\_\_

Address \_\_\_\_\_

Witness:

Signature: \_\_\_\_

Name: \_\_\_\_\_

Address:\_\_\_\_\_

**Annexure 2: General Information of the Bidder**

<b>Sr. No.</b>	<b>Details</b>	<b>To be filled in by the Bidder</b>	<b>Documents to be submitted by the Bidder</b>
<b>1</b>	Name of the Firm & Registered Office Address		
<b>2</b>	Address:		
(a)	Factory with Telephone & FAX No.		Registration Certificate of Factory and License for manufacturing Buses
(b)	Office with Telephone & FAX No.		
<b>3</b>	Status of the Firm		
(a)	Proprietary/ Partnership / Company/ Corporation.		Proprietorship Certificate, Partnership Deed/ Company Incorporation Certificate along with Memorandum of Association and Articles of Association
<b>4</b>	Name of the person authorized to sign Tender Document		
(a)	Contact Details (Ph. No. and E-mail ID)		
<b>5</b>	Bus Design & Evaluation Facilities:		
(a)	In house facilities (Yes or No)		
(b)	If no, then Name & Address of the Firm to carry out the work Out-sourced		
(c)	Confirmation of being an authorized agency under CMVR		Certificate of authorization
<b>6</b>	Vehicle Manufacturing Capacity	1) Address of the Plant 2) Photographs of the plant 3) Installed Bus Manufacturing Capacity for the last 10 financial years. 4) Utilized Capacity for the last 10 financial years.	A certificate from the statutory auditor of the bidder shall be submitted showcasing detailed year wise certificate for 1. Installed Capacity 2. Utilized Capacity For Bus Manufacturing for the last 10 financial years.

<b>Sr. No.</b>	<b>Details</b>	<b>To be filled in by the Bidder</b>	<b>Documents to be submitted by the Bidder</b>
<b>7</b>	Design Collaboration – Address & other details - Proof of Collaboration		
<b>8</b>	Manufacturing Collaboration – Address & other details - Proof of Collaboration		
<b>9</b>	Quality Certificate (from reputed/ recognized Firm) - Certificate No. - Date of Validity		Copies of Certificates.
<b>10</b>	Details of Safety Critical Items with their Type Approval Certificate No. and Date (wherever applicable)		Copies of Certificates.
<b>11</b>	Details of		
<b>(a)</b>	Quality Management System Certification (e.g., ISO: 9001-2000)		Copies of Certificates.
<b>(b)</b>	Quality System Certification (e.g., ISO: 16949-1999)		Copies of Certificates.
<b>(c)</b>	Environment Management Certification (ISO:14001-1996)		Copies of Certificates.
<b>(d)</b>	Occupational Health and Safety Certification (OHSAS 18001/ISO 45001)		Copies of Certificates.
<b>(e)</b>	Others, if any		Copies of Certificates.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile No: \_\_\_\_\_

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



**Appendix 1: Format for showcasing Vehicle Manufacturing Capacity**

Sr. No.	Financial Year	Installed Capacity of Fully Built ICE Buses	Utilised Capacity of Fully Built ICE Buses
1	FY 2021-22		
2	FY 2020-21		
3	FY 2019-20		
4	FY 2018-19		
5	FY 2017-18		
6	FY 2016-17		
7	FY 2015-16		
8	FY 2014-15		
9	FY 2013-14		
10	FY 2012-13		

**Appendix 2: List of Documents/ Items required along with Annexure 2**

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

1. Registration Certificates of the Factory.
2. License for Manufacturing Buses.
3. Proprietorship Certificate/ Partnership Deed/ Company incorporation Certificate along with Memorandum of Association and Article of Association
4. Complete list of Instruments/ Equipment required for Inspection at Receipt Stage, In-process Stage and Final Stage.
5. Copies of Type Approval of Complete Bus, Aggregates/ Safety Critical Items as applicable.
6. Copies of Documents in respect to Design Collaboration.
7. Copies of Documents in respect to the Manufacturing Collaboration.
8. Copies of Quality Management System Certificates
9. Copies of Quality System Certificates.
10. Copies of Environment Management System Certificates
11. Submission of item wise / parameter wise details of offered Bus Design Vs UBS II in same format

12. Copies of the production capacities of buses – installed and production levels achieved during last three years –year wise.
13. Submission of the General schematic Drawings, Bus Layout, Front, Rear and Both Side Views of the offered design of the Bus.
14. List of documents to be submitted for registration of buses

Note: Copies of Certificates cited above are to be enclosed

### Annexure 3: Format for Performance Statement

- Details are to be furnished for the supplies made by the Bidder or its principal in three years of any last 10 financial years preceding the bid due date prior to the year in which the date of Opening of Bid falls.

#### Technical Capacity:

Sr. No.	Contract placed by (full name & Address of Authority)	Contract No. & Date	Description of Buses Supplied	Quantity of Buses Supplied	Value of Contract (In INR terms)	Date of Completion of Delivery (as per Contract)	Documentary evidences (Purchase Order/ Letter of Award / Bus Purchase Agreement/ work Completion certificate)
	(A)	(B)	(C)	(D)	(E)	(F)	(G)

#### Note:

- In case Foreign bidder, the exchange rate of its respective foreign currency to Indian Currency as on the date of work order/agreement/purchase order as available on the online archives of Reserve Bank of India at <https://rbi.org.in/home.aspx> shall be considered to compute the value of Contract in INR terms.
- Copy of the documentary evidences, signed by the Authorized Signatory shall be attached.

#### SIGNATURE AND SEAL OF THE BIDDER

## Annexure 4: Format for Financial Statement

(On Statutory Auditor's letterhead)

I hereby declare that I have scrutinized and audited the financial statement of M/s\_\_\_\_\_.

The annual turnover of the Company/ firm for the last three years from \_\_\_\_\_ is as follows;

Year	Annual Turnover (Rs. Crore) <sup>7</sup>
2019-20	
2020-21	
2021-22	
<b>Average of above</b> (Applicable for Annual Turnover only)	

- i. The above turnover includes income only from transportation service business. Other incomes such as interest, dividend and trade income are excluded from the above-mentioned turnover.

- ii. The Net worth\* of the bidder (*name of the Bidder*) as on 31<sup>st</sup> March, 2021 is Rs.

\_\_\_\_\_

(\* for the purpose of Net worth Calculation, it is defined: Net worth\* = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)

\_\_\_\_\_

(Signed and Sealed by the statutory auditor)

- iii. **Note:** In case Foreign bidder, the exchange rate of its respective foreign currency to Indian Currency as on last date of the financial year as available on the online archives of Reserve Bank of India at <https://rbi.org.in/home.aspx> shall be considered to compute the Turnover and Net worth in INR terms.

ENCL

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

<sup>7</sup> In case of foreign firms, millions may be used instead of crore (1 million = 1,000,000)

## Annexure 5: Format of power of attorney

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

### (On Requisite Stamp Paper)

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

WHEREAS in response to the RFP for Purchase of Buses \_\_\_\_\_ [Title of the RFP], \_\_\_\_\_ ["Project"], the Company/ firm is submitting Bid Comprising Technical and Price Bids for the project in \_\_\_\_\_ to [Name of the Purchase], and is desirous of appointing an attorney for the purpose thereof.

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

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

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

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

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

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

The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors/ Partners held on ____ Day of _____, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]	----- [name & designation of the person]  ----- [name & designation of the person]
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## **Annexure 6: Anti-Blacklisting Certificate**

**(Self-Attestation is required)**

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

### **Anti-Blacklisting Certificate**

M/s. \_\_\_\_\_ *[Name of the Bidder], [the names and addresses of the registered office]*  
hereby certify and confirm that we or any of our promoter/s / director/s are not barred by any Regulator /Government Authority/ Court of Law, in India from participating in Project/s, either individually or as member of a Consortium and not proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India as on the \_\_\_\_\_ *[Last date of submission of Bid]*.

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

**Name of the Bidder:**

**Signature of the Authorized person:**

**Name of the Authorized Person:**

**Annexure 7: Undertaking for the availability of spare parts and after sale service**

**(On Bidders Letterhead)**

Date: *(Last Date of Submission)*

To,

**The Director,**

Institute of Road Transport,

100 Feet Road, Taramani, Chennai 600113,

Tamil Nadu

**Subject:** Undertaking for the availability of Spare Parts and After Sale Service throughout the Supply and Commissioning of Buses and, the Complete Bus Warranty Period pursuant to the provisions of the RFP and the period for availability of original spare parts in India set-forth in the clause 3.1.4 – Part E of the RFP.

Hereby we Confirm that, with pursuant to the RFP document, we shall, for all the time as and when required, endeavor to provide original Spare Parts and other Aggregates of the Buses and After Sale Service at the destination specified by \_\_\_\_\_ *[Name of Authority]*.

**Name of the Bidder:**

**Sign of the Authorized Signatory:**

**Name of the Authorized Signatory:**



## Annexure 8: Information on Key Bus and ICT Aggregates

## A) Statement Life of Some of The Bus Aggregates:

Sr. No.	Item	Aggregate life in km before re-conditioning	Life in km for each re-conditioning	Ex- Factory price in Rs per unit
1	Engine			
2	Oil filter			
3	Air filter			
4	Manual Transmission			
5	Auto Transmission			
6	Any other details			
7	Front axle			
8	Rear axle			
9	Steering			
10	Air suspension			
11	Battery			
12	Alternator			
13	Self-starter			
14	Pneumatic door cylinder			
15	Catalytic converter, if fitted			
16	Others			

The guaranteed life of the Bus: \_\_\_\_\_ Years \_\_\_\_\_ Kms.

## B) Capital Cost for ICT Aggregates

S.No.	Particular Item	Quantity	Unit of Measurement	Unit Price in INR	Unit Price Tax in INR	Total Price in INR
A	B	C	D	E	F	G = C X (E+F)
<b>I. Hardware Component</b>						
1.	Bus PIS Unit; includes PIS sign boards (front) with wiring harness for all types of buses.		Nos.			
2.	Bus PIS Unit; includes PIS sign boards (Rear) with wiring harness for all types of buses.		Nos.			
3.	Bus PIS Unit; includes PIS sign boards (Side) with wiring harness for all types of buses.		Nos.			
4.	Bus PIS Unit; includes PIS sign boards (Inner) with wiring harness for all types of buses.		Nos.			
5.	Bus PAS Unit (Includes set of 6 speakers in each bus)		Sets.			
6.	SCU Unit for Buses: (1 unit includes -SCU with SSD; built in Amplifier, 4G and above modem, Combine Antenna along with installation material and accessories including telematics functionalities)		Sets.			
7.	BDC Unit for Buses: (1 unit includes - Bus Driver Console (BDC) with emergency button feature, Microphone, SOS buttons along with installation material and accessories)		Sets.			
8.	Telematics Interface		Sets.			
9.	Wiring Provision for two surveillance cameras in each bus to monitor bus interiors		Sets.			

	(doors, driver zone, ticketing zone etc.) and one reversing surveillance camera.					
<b>II. Additional Warranty</b>						
10.	Extended Warranty for 3 <sup>rd</sup> Year from date of delivery of Buses	1	Year			
11.	Extended Warranty for 4 <sup>th</sup> Year from date of delivery of Buses	1	Year			
12.	Extended Warranty for 5 <sup>th</sup> Year from date of delivery of Buses	1	Year			
13.	Extended Warranty for 6 <sup>th</sup> Year from date of delivery of Buses	1	Year			
14.	Extended Warranty for 7 <sup>th</sup> Year from date of delivery of Buses	1	Year			
15.	Extended Warranty for 8 <sup>th</sup> Year from date of delivery of Buses	1	Year			
16.	Extended Warranty for 9 <sup>th</sup> Year from date of delivery of Buses	1	Year			
<b>III. Training</b>						
17.	Training and capacity building for MTC as specified in the RFP	1	Lumpsum			
18.	Training and capacity building for TNSTC Coimbatore as specified in the RFP	1	Lumpsum			
19.	Training and capacity building for TNSTC Madurai as specified in the RFP	1	Lumpsum			
<b>IV. Integration</b>						
20.	Integration with Backend Systems	1	Lumpsum			
21.	Integration Telematics Hardware (CAN2.0/ J1939) with backend systems per STU for all buses	3	Lumpsum			
<b>Total CAPEX (I+II+III+IV)</b>						

**C) Price Discovery of ICT Aggregates\***

S.No.	Particular Item	Quantity	Unit of Measurement	Unit Price in INR	Unit Price Tax in INR	Total Price in INR
A	B	C	D	E	F	G = C X (E+F)
1.	Any requirement for development of customized interface required for integration	1	Man-days			
2.	De-installation of the OBITS System from Buses and handover to designated location of STU	1	Bus			
3.	Any requirement for development of customized interface required for integration	1	Man-days			
4.	Refresher Training and Capacity building for MTC	1	Lumpsum			
5.	Refresher Training and Capacity building for TNSTC Coimbatore	1	Lumpsum			
6.	Refresher Training and Capacity building for TNSTC Madurai	1	Lumpsum			

\*The above prices are obtained for the purpose of price discovery only. None of the Party i.e., the Bidder and the Authority, shall be liable to adhere or to provide service or to call for the service of maintenance of ITS Equipment at the above quoted rates. However, the Authority may, at its sole discretion, enter into a separate arrangement with the bidder either as part of this Contract or as a separate Maintenance Contract for ITS Equipment in mutual consultation with the Bidder.

## Annexure 9: Format of Bank Guarantee Towards Performance Security

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Authority]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_ *[Insert guarantee reference number]*

**Guarantor/Bank:** \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[Insert name and address of Contractor,]* (hereinafter called “the Applicant”) has received Letter of Acceptance no. \_\_\_\_\_ *[Insert reference number of the LOA]* dated \_\_\_\_\_ *[Insert LOA date]* with the Beneficiary, for the supply of \_\_\_\_\_ *[Insert Package number and brief details of Buses to be supplied under the awarded package]* (hereinafter called “the Contract”). Furthermore, we understand that, according to the conditions of the RFP/Contract, a performance guarantee is required for 10% of the Contract Price.

Waiving all objections and defenses, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[Insert guarantee amount and currency in words and figures]<sup>8</sup>* upon receipt by use of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

In the event of any claim under this guarantee, payment shall be effected to, for the account of \_\_\_\_\_ *[Insert details of the (Managing Director of respective STUs)]*. The guarantee shall be encashable at \_\_\_\_\_ Branch in \_\_\_\_\_, Tamil Nadu.

This guarantee shall expire not later than \_\_\_\_\_ *[Insert expiry date]<sup>9</sup>*.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

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<sup>8</sup> This guarantee shall be issued in the contract currency only.

*[As preferred option regarding guarantee rules insert<sup>10</sup>: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]*

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**Place, date**

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**Guarantor's authorized signature(s)**

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<sup>10</sup> In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of India Note: the country of jurisdiction shall be the country where the bank's branch issuing the guarantee is physically located.

## Annexure 10: Format of Letter of Acceptance

(On the letterhead of the Authority)

To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Kind Attention: \_\_\_\_\_

**Subject: Letter of Acceptance for Design, Manufacture and Supply of \_\_\_\_\_ (nos.) BS VI, Diesel fuelled, fully built Non-AC Buses for various cities of Tamil Nadu, India. (“Project”)**

Dear Sir,

This is to notify you, \_\_\_\_\_ [Please insert name of Successful Bidder] that your bid dated \_\_\_\_\_ [please insert the date] submitted pursuant to Request for Proposal for Design, Manufacture and Supply of \_\_\_\_\_ (nos.) BS VI, Diesel fuelled, fully built, Non-AC Buses for various cities of Tamil Nadu, India. (“Project”) No. \_\_\_\_\_ dated \_\_\_\_\_ [Please date on which the document is issued] (“RFP”), the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the Authority:

<b>Sr. No.</b>	<b>Bus Type <sup>11</sup></b> (As per Table 1: Clause 1.1: Part E of the RFP)	<b>Units</b> (Nos of Buses)	<b>Destination Price per Unit in INR</b> (Inclusive of all taxes and duties)	<b>Total Destination Price in INR</b> (In figures)	<b>Total Destination Price In INR</b> (in words)
	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D) = (B) x (C)</b>	<b>(E)</b>

Detailed breakup of the accepted prices as per Bus Type is appended as Annexure 1 to this LOA.

<sup>11</sup> Details to be inserted after selection of successful bidder for each package.

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

1. Countersign this letter of acceptance at the place indicated below to indicate your acknowledgment of the award of the Project by the Institute of Road Transport to you and return it to the office of \_\_\_\_\_ [*Address of the administrative office of respective STU*] within a period of \_\_\_\_\_ [*Please insert the number of days*] days from the date of this letter;
2. Submit a bank guarantee in favour of “\_\_\_\_\_” for an amount of Rs. [ \_\_\_\_\_] Rupees \_\_\_\_\_ only) [*Please insert amount*] in the format specified in Annexure 9 of the RFP, at the time of execution of the Contract on the date specified below.
3. You are required to send your duly authorised representative (with the proof of due authorisation in the form of power of attorney or a Board Resolution) to execute the Contract (which shall be executed without any deviation from the Contract at [\_\_\_\_\_] [*am/pm*] [*insert time*] on [\_\_\_\_\_] [*insert date*] at the office of Managing Director, \_\_\_\_\_ [*Name of the Concerned STU*].
4. With pursuant to Sr. No. 19 of Part C and Clause 11 of Part F of the RFP, you shall adhere to the Delivery Schedule of the Buses awarded to you under Package no. \_\_\_\_\_ at Designated Locations of Delivery as specified in the Annexure 2 of this LOA.

\_\_\_\_\_  
(Authorized Signatory)

Managing Director,

**[Name of the Concerned STU]**

**Acknowledged and Accepted by** \_\_\_\_\_

**Name of the Authorized Person:**

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

**Designation of the Authorized Person**

**Seal of the Company**



Date:

**Annexure 1: Detailed Break of Prices (In INR)**

Sr. No.	Particular	11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fueled buses – Type I	11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled buses – Type II (NDX)	12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fueled buses – Type II (DLX)
1	No. of Buses			
		INR		
2	Basic Price			
3	Packing Charges, if any			
4	Custom and any other ad valorem duties			
5	Central Excise Duty			
6	Other levies			
7	GST			
8	Forwarding Charges			
9	Insurance Charges			
10	Freight to Destination			
11	Any other Charges			
12	<b>Total Destination price/Landed Price (Sum of Sr. No. 2 to Sr. No 11)</b>			

**Annexure 2: Bus Delivery Schedule**

<b>Sr. No.</b>	<b>Timeline</b>	<b>11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fuelled buses – Type I</b>	<b>11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled buses – Type II (NDX)</b>	<b>12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled buses – Type II (DLX)</b>
<b>0</b>	Date of Prototype Bus Approval + 30 days ("T")	<i>No. of buses to be delivered</i>		
<b>1</b>	T+ within 30 days			
<b>2</b>	T+ within 60 days			
<b>3</b>	T+ within 90 days			
<b>4</b>	T+ within 120 days			
<b>5</b>	T+ within 150 days			
<b>6</b>	T+ within 180 days			

## **Annexure 11: Declaration of Undertaking**

Date: \_\_\_\_\_ (Last Date of Submission)

**The Director,**  
Institute of Road Transport  
100 Feet Road, Taramani,  
Chennai - 600113

**Subject:** Declaration of Undertaking

1. We recognize and accept that KfW only finances projects of the Project Executing Agency (“PEA”) subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1. being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
  - 2.2. convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3. having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);

- 2.4. having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5. not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
  - 2.6. being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or
  - 2.7. being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
  - 3.1. being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
  - 3.2. having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
  - 3.3. being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

- 3.4.** being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5.** in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
  - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
- 4.** If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
- 5.** We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
- 6.** In the context of the Tender Process and performance of the corresponding Contract:
- 6.1.** neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2.** neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3.** we commit ourselves, our staff, to complying with and ensuring that our local agent, Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of: \_\_\_\_\_

**Signature:**

**Dated:**

## Annexure 12: Format of Price Bid

**Note:** The price bid for each Package is to be submitted online only at <https://www.mstcecommerce.com/eproc/index.jsp>. Price bid submitted physically and/or combined price bid for all Packages or for entire tendered quantity of Buses shall be summarily rejected.

## PRICE BID FOR PACKAGE 1

**Design, Manufacture and Supply of 1107 (Nos.) 11 mtr long 900 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type I**

## A: Break-up of Price for Buses with Manual Transmission

Sr. No.	Particular	INR Per Bus	Unit	Total (INR) (In Figures)	Total (INR) (In Words)
	(A)	(B)	(C)	(D) = (B) X (C)	(E)
1	Basic Price		1107		
2	Packing Charges, if any		1107		
3	Custom and any other ad valorem duties		1107		
4	Central Excise Duty		1107		
5	Other levies		1107		
6	GST		1107		
7	Forwarding Charges		1107		
8	Insurance Charges		1107		
9	Freight to Destination		1107		
10	Any other Charges		1107		
11	<b>Total Destination price/Landed Price</b> (Sum of Sr. No. 1 to Sr. No 10)		1107		

## B: Details of Taxes and Duties

Sr. No.	Taxes and Duties	Applicable rate as on Bid Due Date	Basis of Taxes and Duties.
1	Custom and any other ad valorem duties		
2	Central Excise Duty		
3	Other levies		
4	GST		

1. It is hereby certified that we have understood Instructions to Bidders, General Conditions of Contract (including Option Clause thereof), Technical Specification, RFP Summary and all terms and conditions given in the RFP Document and have thoroughly examined the Specification given in RFP Document. We are fully aware of the type of Buses required and our offer is to supply Buses strictly in accordance with requirements and according to the terms of RFP Document. We agree to abide by the conditions of the RFP Document.
2. We hereby offer to supply Buses detailed above or such portion thereof as Authority may specify in the Letter of Acceptance/ Contract at the price quoted and agree to hold this offer open for acceptance for a period of 120 days from the Last Date of Submission of Bid.

**C: Break-up of Price for Buses with Automatic Transmission**

Sr. No.	Particular	INR Per Bus	Unit	Total (INR) (In Figures)	Total (INR) (In Words)
	(A)	(B)	(C)	(D) = (B) X (C)	(E)
1	Basic Price		1107		
2	Packing Charges, if any		1107		
3	Custom and any other ad valorem duties		1107		
4	Central Excise Duty		1107		
5	Other levies		1107		
6	GST		1107		
7	Forwarding Charges		1107		
8	Insurance Charges		1107		
9	Freight to Destination		1107		
10	Any other Charges		1107		
11	<b>Total Destination price/Landed Price</b> (Sum of Sr. No. 1 to Sr. No 10)		1107		

**NOTE:**

- i. Prices provided in the **Cell no. D11** in the price **TABLE: A: Break-up of Price for Buses with Manual Transmission** above shall only be considered for the



evaluation. The Bidder quoting Lowest Price for any of the given category shall be considered preferred Bidder.

- ii. Prices for buses for automatic transmission (**TABLE: C Break-up of Price for Buses with Automatic Transmission**) shall not be considered for evaluation and award of the contract in any circumstances.
- iii. The Foreign Bidders shall quote the price in INR (Indian Rupees) terms only. Any risk of change in taxes in the country of origin and foreign exchange risk shall entirely be borne by the Foreign Bidder.
- iv. In case of discrepancy between Unit Price and Total Price, Price as favourable to the Authority shall prevail.
- v. In case of difference between Price in figures & words, Price quoted in words shall prevail.
- vi. Bidder shall clearly indicate breakup of prices in their Bids for Bus Price including government taxes/ levies etc. as applicable at the time of filling their Bids.

#### **SIGNATURE AND SEAL OF THE BIDDER**

**PRICE BID FOR PACKAGE 2****Design, Manufacture and Supply of 484 (Nos.) 11 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type II (NDX)****A: Break-up of Price**

Sr. No.	Particular	INR Per Bus	Unit	Total (INR) (In Figures)	Total (INR) (In Words)
	(A)	(B)	(C)	(D) = (B) X (C)	(E)
1	Basic Price		484		
2	Packing Charges, if any		484		
3	Custom and any other ad valorem duties		484		
4	Central Excise Duty		484		
5	Other levies		484		
6	GST		484		
7	Forwarding Charges		484		
8	Insurance Charges		484		
9	Freight to Destination		484		
10	Any other Charges		484		
11	<b>Total Destination price/Landed Price</b> (Sum of Sr. No. 1 to Sr. No 10)		484		

**B: Details of Taxes and Duties**

Sr. No.	Taxes and Duties	Applicable rate as on Bid Due Date	Basis of Taxes and Duties.
1	Custom and any other ad valorem duties		
2	Central Excise Duty		
3	Other levies		
4	GST		

1. It is hereby certified that we have understood Instructions to Bidders, General Conditions of Contract (including Option Clause thereof), Technical Specification, RFP Summary and all terms and conditions given in the RFP Document and have thoroughly examined the Specification given in RFP Document. We are fully aware

of the type of Buses required and our offer is to supply Buses strictly in accordance with requirements and according to the terms of RFP Document. We agree to abide by the conditions of the RFP Document.

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

**NOTE:**

- i. Prices provided in the **Cell no. D11** in the price table shall be considered for the evaluation. The Bidder quoting Lowest Price for any of the given category shall be considered preferred Bidder.
- ii. The Foreign Bidders shall quote the price in INR (Indian Rupees) terms only. Any risk of change in taxes in the country of origin and foreign exchange risk shall entirely be borne by the Foreign Bidder.
- iii. In case of discrepancy between Unit Price and Total Price, Price as favourable to the Authority shall prevail.
- iv. In case of difference between Price in figures & words, Price quoted in words shall prevail.
- v. Bidder shall clearly indicate breakup of prices in their Bids for Bus Price including government taxes/ levies etc. as applicable at the time of filling their Bids.

**SIGNATURE AND SEAL OF THE BIDDER**

**PRICE BID FOR PACKAGE 3****Design, Manufacture and Supply of 180 (Nos.) 12 mtr long 1150 mm Floor Height Non-AC BSVI Diesel fuelled Fully Built buses – Type II (DLX)****A: Break-up of Price**

Sr. No.	Particular	INR Per Bus	Unit	Total (INR) (In Figures)	Total (INR) (In Words)
	(A)	(B)	(C)	(D) = (B) X (C)	(E)
1	Basic Price		180		
2	Packing Charges, if any		180		
3	Custom and any other ad valorem duties		180		
4	Central Excise Duty		180		
5	Other levies		180		
6	GST		180		
7	Forwarding Charges		180		
8	Insurance Charges		180		
9	Freight to Destination		180		
10	Any other Charges		180		
11	<b>Total Destination price/Landed Price</b> (Sum of Sr. No. 1 to Sr. No 10)		180		

**B: Details of Taxes and Duties**

Sr. No.	Taxes and Duties	Applicable rate as on Bid Due Date	Basis of Taxes and Duties.
1	Custom and any other ad valorem duties		
2	Central Excise Duty		
3	Other levies		
4	GST		

1. It is hereby certified that we have understood Instructions to Bidders, General Conditions of Contract (including Option Clause thereof), Technical Specification, RFP Summary and all terms and conditions given in the RFP Document and have thoroughly examined the Specification given in RFP Document. We are fully aware

of the type of Buses required and our offer is to supply Buses strictly in accordance with requirements and according to the terms of RFP Document. We agree to abide by the conditions of the RFP Document.

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

**NOTE:**

- i. Prices provided in the **Cell no. D11** in the price table shall be considered for the evaluation. The Bidder quoting Lowest Price for any of the given category shall be considered preferred Bidder.
- ii. The Foreign Bidders shall quote the price in INR (Indian Rupees) terms only. Any risk of change in taxes in the country of origin and foreign exchange risk shall entirely be borne by the Foreign Bidder.
- iii. In case of discrepancy between Unit Price and Total Price, Price as favourable to the Authority shall prevail.
- iv. In case of difference between Price in figures & words, Price quoted in words shall prevail.
- v. Bidder shall clearly indicate breakup of prices in their Bids for Bus Price including government taxes/ levies etc. as applicable at the time of filling their Bids.

**SIGNATURE AND SEAL OF THE BIDDER**