

Kota Smart City Limited



INVITATION FOR BID

National Competitive Bid (NCB)

Bid Reference No: 26/2018-19

April- 2018

Bidding Document for

Design, Manufacture, Supply and Commissioning of CNG Fueled Fully Built Semi - Low Floor Air-Conditioned Buses, Model 2018 conforming to the BS-IV Emission Norms in Kota City Including One Year Defect Liability period.

Project Cost ₹ 245.00 lac.

Chief Executive Officer

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A, Dusshera Maidan, Kota, Rajasthan, 324007

E-mail: ksclkota@gmail.com

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KOTA SMART CITY LIMITED
(An initiative of GoI, GoR & ULB)

Chief Executive Officer

Kota Smart City Limited,
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No :- *KSCL/2018-19/21*

Date : *09/04/2018*

NIB No. 26/2018-19

Notice inviting on line bids for Design, Manufacture, Supply and Commissioning of CNG Fueled Fully Built Semi - Low Floor Air-Conditioned Buses, Model 2018 conforming to the BS-IV Emission Norms in Kota City Including One Year Defect Liability period.

Kota Smart City Limited, KSCL Kota invites online unconditional bids through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders in accordance with the RTPP Act 2012 and RTPP Rules 2013, amended upto date and under National Competitive Bidding (NCB) with Single Stage -two envelope Bidding procedure for following works.

| S. No. | Name of Work | Estimated Cost (Rs. In lac.) | Earnest Money (Rs. In lac.) | Tender Fee | Period of completion |
|--------|--|------------------------------|-----------------------------|---|----------------------|
| | | | | Processing Fee pay to M.D. RISL, Jaipur | |
| 1 | Design, Manufacture, Supply and Commissioning of CNG Fueled Fully Built Semi - Low Floor Air-Conditioned Buses, Model 2018 conforming to the BS-IV Emission Norms in Kota City Including One Year Defect Liability period. | 245.0 | 4.9 | 20,000/- & 1,000/- Processing Fee | 03 Months |

1. Detailed NIT & Bid Documents can be seen at the websites <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in> and may be downloaded free of cost from <http://eproc.rajasthan.gov.in>
2. Any subsequent addendum/corrigendum shall be published only at the websites <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in>

(Signature)
(Rohit Gupta, IAS)
Chief Executive Officer
Kota Smart City Limited

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No :- *KSCL/2018-19/21*

Date :- *09/04/2018*

DETAILED NIB

NIB No.26/2018-19

Notice inviting on line bids for Design, Manufacture, Supply and Commissioning of CNG Fueled Fully Built Semi - Low Floor Air-Conditioned Buses, Model 2018 conforming to the BS-IV Emission Norms in Kota City Including One Year Defect Liability period.

KSCL, Kota invites online unconditional bids through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders.

Bidding will be conducted through procedures in accordance with the RTPP Act 2012 and RTPP Rules 2013, amended upto date and under National Competitive Bidding with Single Stage -two envelopes bidding procedure with prequalification filter and are open to all national Bidders.

| | |
|---|--|
| Name & Address of the Procuring Entity | Chief Executive Officer Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota, Rajasthan, 324007 |
| Subject Matter of Procurement | Design, Manufacture, Supply and Commissioning of CNG Fueled Fully Built Semi - Low Floor Air-Conditioned Buses, Model 2018 conforming to the BS-IV Emission Norms in Kota City Including One Year Defect Liability period. |
| Period of completion of physical works for each package | 03 Months |
| Bid Procedure | Single-stage: Two Part (envelope) open competitive e Bid procedure at http://eproc.rajasthan.gov.in |
| Bid Evaluation Criteria (Selection Method) | Least Cost based selection |
| Eligibility Criteria | As detailed in bid documents |
| Websites for downloading Bidding Document | http://sppp.raj.nic.in http://eproc.rajasthan.gov.in |
| Fees | Cost of tender documents Fees shall be deposited through BC/Demand Draft and scanned copies shall be uploaded by the tenderer. Bidding document fee (Non-Refundable): Rs. 20000/- (Rupees Twenty Thousand only) in BC/Demand |

| | |
|---|--|
| | Draft drawn on any Scheduled/ Commercial Bank in favour of "CEO, Kota Smart City Limited" payable at "Kota". Tender Processing Fee (Non-Refundable): Rs.1000/- (Rupees One Thousand only) in Demand Draft drawn on any Scheduled/Commercial Bank in favour of "Managing Director, RISL" payable at "Jaipur |
| Estimated Procurement Cost | Rs 24500000.00 (Two Crore forty five lakh only). |
| Earnest Money Deposit (EMD) and Mode of Payment | Rs. 490000/- (Rupees Four Lakhs ninety thousand Only) Mode of Payment: BG/BC/Demand Draft drawn on any Scheduled Commercial Bank or Bank Guarantee. scanned copies of DD/BC/BG shall be uploaded by the tenderer along with of eligibility documents with "Eligibility Bid".as per Bid document. |
| Period of on-line availability of Bidding Documents (Start / End Date) | Start Date :- From: 16.04.2018, 11:00 AM |
| | End Date: - Till 06:00 PM of 17.05.2018 |
| Pre-bid Meeting | Date/ Time 26.04.2018 at 3:00 PM. Place: Conference Hall 2 nd Floor, Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota, Rajasthan, 324007 |
| Manner, Start Date for submission of Bids | Manner: Online at e Proc website http://eproc.rajasthan.gov.in Start Date: 04.05.2018 (up to 11:00 A.M.) |
| Manner, End Date for submission of Bids | Manner: Online at e Proc website http://eproc.rajasthan.gov.in End Date: 17.05.2018 (up to 11:00 A.M.) |
| Submission of original Banker's Cheque/ Demand Draft for Bid Document cost, Earnest Money, Bid Processing Fee & other documents listed herein after | upto 18.05.2018 till 03:00PM |
| Date & Time of Technical Bid Opening | Date: 18.05.2018 Time: 04:00 PM. |
| Date/ Time/ Place of Financial Bid Opening | Will be intimated later to the Technically qualified bidders |
| Bid Validity | 90 days from the bid submission deadline |

Note:

- 1) Bidders (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, RTGS/NEFT/DD / Banker's Cheques / BG (if applicable) for Bid Document Fees, RISL Processing Fees and Earnest Money should be submitted physically in original at the office of Kota Smart City Limited Kota by time and date mentioned above as prescribed in bid document and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In addition to above, the following original documents should also be submitted physically in the Kota Smart City Limited Kota office by time and date mentioned above and scanned copies of same should also be uploaded along with the technical Bid/ cover:
 - i. Letter of Technical Bid
 - ii. Power of Attorney for appointing authorized representative
 - iii. JV Agreement (if Applicable)
- 3) Any subsequent addendum/corrigendum shall be published only at the websites sppp.raj.nic.in & <http://eproc.rajasthan.gov.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
- 4) Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.
- 5) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems
- 6) All the prospective bidders are encouraged to participate in the pre-bid meeting and it is advised that the work sites are visited and bid documents are studied thoroughly.
- 7) The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
- 8) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 9) No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
- 10) The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.



Executive Engineer
Kota Smart City limited.
Kota, Rajasthan

Section - I
Instructions
to
Bidders

Instruction to Bidders SECTION-I: INSTRUCTION TO BIDDERS

Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Law shall prevail.

1.1. General Information and Guidelines

1.1.1. Purpose

The Smart Cities Mission of Government of India is to promote cities that provide core infrastructure and give a decent quality of life to its residents. The Smart City Challenge required cities to develop a proposal for the development of city in two components; Area based development)developing a specific area in the city(and Pan City initiative. As part of Pan-City ICT based solution, one of the important components is Intelligent Solid Waste Management System and Public Transport System. The objective is to increase the capability of municipal governance, improve the quality of civic service delivery and the overall quality of life of Kota citizen.

Kota has set a goal for itself as an advance stage Smart city where “All major services are provided through online and offline platforms. Citizens and officials should be able to access information on accounting and monitor status of projects and programs through data available on online system.

KSCL intends to procure 04 Nos. of CNG Fuelled Fully Built Semi - Low Floor Air-Conditioned Buses, Model 2018 conforming to the BS-IV Emission Norms, on behalf of KBCL. These buses must be supplied at Kota, Rajasthan only. Once procured, KBCL shall become the owner of these buses.

The Corporation has now decided to undertake a competitive bidding process for selection of a contractor (“Contractor”) to implement the project of design, manufacture, supply and commissioning of the Buses on the terms and conditions specified in this bid Document (“Project”). The fully built Bharat Stage IV AC buses shall conform to the Specifications set out in this Schedule.

1.1.2. Eligible Bidders

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

having a manufacturing facility in India, submit copies of its certificate of incorporation and the Memorandum and Articles of Association along with its Bid.

- ii. 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 Bid Document. However, Authorised dealers are permitted to submit their Bids subjected to fulfilment of the criteria's as mentioned herein the document, shall submit the **certificate of Authorized dealers as proof.**

iii. Joint Ventures are not permitted.

- iv. The bidder should not be black listed from any organisation during last three years. Bidder will give an affidavit confirming the same.
- v. The Bidder should have valid GST registration certificate. An undertaking for registration with GST department.
- vi. The Bidder should have Experience of Design, Supply and maintenance of similar type of buses for at least the last 5 years prior to the Bid submission deadline:

Experience of Design, Supply and maintenance of Buses (2013-14 to 2017-18 and current year) Bidder shall be engaged in manufacture of chassis and Fully –built buses

Or

Bidder shall be engaged in supply of Fully-built CNG fueled IC Engine Propelled Buses for at least preceding three years ending on 31/03/2018

Bidder shall submit copies of Purchase Orders /Letter of Awards/Agreements as documentary evidences, along with its Bid

- vii. The Bidders shall be required to have Bus chassis manufacturing facilities and have in-house or through collaboration bus building stations in India, Bus body building facilities located in India

Or

The Bidder or (in case of Dealer) their principal manufacturer shall be required to have Bus chassis manufacturing facilities and have in-house, Bus body building facilities located in India.

Bidder shall submit copies as documentary evidences, along with its Bid.

- viii. Bidder shall have authorised service station in Kota, Bidder shall submit copies as documentary evidences, along with its Bid.

- ix. The bidder should have experience of the following in last five financial years (2013-14 to 2017-18); experience in current year shall also be counted up to deadline for submission of bid:

Should have completed the similar supply order of 15 buses in last three financial years (2015-16 to 2017-18)

Or

Should have completed the similar supply order of 20 buses in last Five financial years (2013-14 to 2017-18)

‘* (similar supply order)’ means: - Supply and Maintenance of CNG Fuelled Fully Built Buses, conforming to the BS-IV Emission Norms to any Central Govt. / State Govt/ PSU etc

Note: -. Clients certificate of experience must clearly indicate whether

(i) Completed and commissioned of Manufacturing / supply of buses Experience in Key Activities in Last 5 Years

Note:

i) The bidder shall submit copies of work orders and completion/ satisfactory performance certificates in support of their experience claims. Only works of Govt. /PSU/ Autonomous bodies under government sector of any country shall be considered.

ii) The works which have been completed during the period mentioned above, though may have commenced earlier, and shall be considered for experience purposes.

- x. **Net Worth:** Net Worth for the Financial Year 2017-18 should be positive. (Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed).
- xi. **Working Capital:** Working Capital based on the current assets and current liabilities (including the short-term loan repayments due in current years) should be 10% of the estimated cost of bid. (Available Working Capital shall be evaluated as Current Assets + Revolving Line of Credit – Current Liabilities (including loan repayment due within one year).

NOTE: Certificate of CA must be submitted indicating clearly that the working capital is as per formula given in tender document and clearly stating the individual components. CA must also clearly mention that he has gone through the Revolving line of credit which is issued by scheduled Bank and Bank’s commitment is project specific, assured and without any ambiguity and shall be available till final completion of project, otherwise bid shall not be considered. For revolving line of credit bank’s letter should be attached. The bank issuing revolving line of credit has to be scheduled Bank as per format, otherwise it shall not be considered.

- xii. **Average annual turnover:** - Average annual turnover of last three years should be more than or equal to Rs. 245.00 lac for financial year 2015-16 to 2017-18, Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant

1.1.1. Sub-Contracting

Sub-Contracting is not allowed for this tender document

1.1.2. Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the tender document or submission of a proposal not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

1.1.3. Proposal Preparation Costs

- 1 All materials submitted by the bidder shall be the absolute property of procuring entity and no copyright etc. shall be entertained by procuring entity.

1.1.4. Pre-bid Meeting and Queries

- 1 procuring entity will host a Pre-Bid meeting as per the date mentioned in the tender document NIT sheet. The representatives, limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the tender document and the proposed solution requirements in reference to the tender document. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document and the project.
- 2 All Bidders shall e-mail their queries to ksclkota@gmail.com in the form. The response to the queries will be published on <http://eproc.rajasthan.gov.in>, No telephonic / queries will be entertained thereafter. This response of procuring entity shall become integral part of tender document. procuring entity shall not make any warranty as to the accuracy and completeness of responses.
- 3 Procuring entity shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, procuring entity 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 procuring entity to respond to any question or to provide any clarification.
- 4 Procuring entity may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by procuring entity shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by procuring entity or its employees or representatives shall not in any way or manner be binding on procuring entity.

1.1.5. Amendment of Tender document

- 1 All the amendments made in the document would be published on the e-Tendering Portal and shall be part of tender document.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates procuring entity also reserves the right to amend the dates mentioned in this tender document.

1.1.6. Supplementary Information to the tender document

If procuring entity deems it appropriate to revise any part of this tender document or to issue additional data to clarify an interpretation of provisions of this tender document, it may issue supplements to this tender document. Any such corrigendum shall be deemed to be incorporated by this reference into this tender document.

1.1.7. KSCL's Right to Terminate the Process

Procuring entity may terminate the tender document process at any time and without assigning any reason. procuring entity reserves the right to amend/edit/add/delete any clause of this tender document. This will be informed to all and will become part of the tender document and information for the same would be published on the e-Tendering portal.

1.1.8. Site Visit and Verification of Information

The Bidder are encouraging to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for

Submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

1.2. Key Requirements of the Bid

1.2.1. Tender document Document/Tender Fee

Tender document can be downloaded from the website <http://eproc.rajasthan.gov.in>. tender document fee of Rs. 20,000 (Rupees Twenty Thousand Only) may be paid Physically by the way of BG/DD/BC in the name of "Chief Executive Officer, KSCL" payable at Kota. The tender document fee shall be non-refundable. Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered. Tender Processing Fee (Non-Refundable): Rs.1000/- (Rupees One Thousand only) in Demand Draft drawn on any Scheduled/Commercial Bank in favour of "Managing Director, RISL" payable at "Jaipur

1.2.2. Earnest Money Deposit(EMD)

- 1 Bidders are required submit EMD of Rs. 4.90 lac (Rupees four lac ninty thousand Only) may be paid Physically by the way of BG/DD/BC issued by any nationalized / scheduled commercial bank in favour of "Chief Executive officer, KSCL", payable at Kota.
- 2 The EMD of unsuccessful bidder will be returned within 90 days from the date of opening of the financial proposal. The EMD, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 05% of Total Contract Value (excluding provisional sum) in the format provided in the tender document.
- 3 No interest will be paid by procuring entity on the EMD amount and EMD will be refunded to the all Bidders (including the successful bidders) without any accrued interest on it.
- 4 The Bid submitted without EMD, mentioned above, will be summarily rejected
- 5 The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then procuring entity shall reject the bid and, if necessary, initiate action.
 - e. The decision of procuring entity regarding forfeiture of the EMD shall be final and binding upon bidders.

1.3. Bid Submission Instructions

1.3.1. Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this tender document. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2. Bid Submission Instructions

- 1 Complete bidding process will be online (e-Tendering): -This is an "on-line tender". Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and pay cost Rs 20000.00 while submitting the filled-up Bidding document to the Procuring entity along with the processing fee of Rs 1000.00 separately in favour of RISL, Jaipur the bidder should submit, by date & time

specified in bid document, in original, hard copies of – (I) cost of bid document as Rs. 20,000.00 in the form of BG/DD/Banker's Cheque of a scheduled bank in India in the name of CEO, Kota Smart City Limited. **Kota payable at Kota**, scanned copies Of BG/DD/BC shall be uploaded by the tenderer along with scanned copies of eligibility documents with "Eligibility Bid".as per Bid document. (ii) Bid processing fee of Rs. 1,000/- in the form of DD in the name of Managing Director, RISL, Jaipur payable at Jaipur, (iii) Bid Security as per RTPP (iv) Letter of Technical Bid, (v) Power of Attorney. The bidder should upload scanned copies of these documents on e-procurement web-site

Note: procuring entity will conduct the bid evaluation based on documents submitted through online e-tendering portal.

- 2 The following points shall be kept in mind for submission of bids;
 - a. procuring entity shall not accept delivery of Bids in any manner other than that specified in this tender document. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The Bidder is expected to price all the items and services sought in the tender document and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
 - c. procuring entity may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
 - d. Technical Proposal shall not contain any financial information.
 - e. If any Bidder does not qualify the pre-qualification criteria stated in this tender document, the technical and financial proposals of the Bidder shall not be opened in the e- Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
 - f. It is required that the all the proposals submitted in response to this tender document should be unconditional in all respects, failing which procuring entity reserves the right to reject the proposal.

1.3.3. Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e- Tendering system. The validity of the bids submitted before deadline shall be till 90 days from the date of submission of the bid.

1.3.4. Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

1.3.5. Non-conforming Bids

Bid may be construed as a non-conforming proposal and ineligible for Consideration: If it does not comply with the requirements of this tender document

If the Bid does not follow the format requested in this tender document or does not appear to address the particular requirements of procuring entity.

1.3.6. Language of Bids

The Bids should be submitted in English language only.

1.3.7. Authentication of Bid

- a. Authorized person of the bidder who signs the bid shall obtain the Procuring entity letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.
- b. The Bidder should submit a Power of Attorney as per the format, authorizing the signatory of the Bid to commit the Bidder.

1.3.8. Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to have acknowledged that he has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed himself as to all existing conditions and limitations.

1.4. Evaluation Process

- a. A Bid Evaluation Committee (BEC) shall evaluate the responses of the bidders and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- b. The decision of the BEC in the evaluation of responses to the tender document shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- c. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- d. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender document.
- f. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

1.4.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. procuring entity reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - tender document Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
 - Stage 2- Financial Proposal
- d. The venue, date and time for opening the Pre-Qualification Proposal are mentioned in the Tender Notice in the tender document. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished,

whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall prima facie be rejected. procuring entity has the right to reject the bid after due diligence is done

- f. The Financial Proposals of only those bidders will be opened who are qualified in Technical Evaluation.

1.4.2. Evaluation of Pre-Qualification Proposals

- a. Procuring entity shall open "tender document Fee and Earnest Money Deposit (EMD)". If the contents are as per requirements of the tender document, procuring entity shall mark "Pre-Qualification Proposal". Each of the Pre-Qualification condition mentioned in the tender document is mandatory. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b. The Pre-Qualification proposal MUST contain all the documents in compliance with instructions given in the tender document.
- c. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this tender document and in the manner prescribed in the tender document.

1.4.3. Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- a. Procuring entity will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at procuring entity's discretion.
- b. Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the tender document and technical evaluation criteria as mentioned in the tender document.
- c. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all other components) as required for technical evaluation.
- d. At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- e. Procuring entity reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- f. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- g. procuring entity reserves the right to accept or reject any or all bids without giving any reasons thereof.
- h. procuring entity shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

1.4.4. Financial Proposal Evaluation

- a. All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b. Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are

substantially responsive. Bids that are not substantially responsive are liable to be disqualified at procuring entity's discretion.

- c. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc.the bid may be rejected.

1.4.5. Qualification Criteria

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

- a. Cost of Bid Document as Rs. 20,000/- BG/DD/BC in favour of CEO, Kota Smart City Limited
- b. Bid Processing Fee of Rs 1,000/-DD/Cheque in favour of MD, RISL
- c. Bid Security of Rs. 4.90 lac (Rupees four lac ninty thousand Only) bidder that submits the bid BC/DD/BG

Technical Evaluation Criteria

1. The Bidder can be a reputed firm, National/ Multinational, Proprietor, partnership firm, registered, public or private limited company incorporated under the provisions of Indian Companies Act, 1956 or a consortium

or

The Bidder should be Authorised dealers subjected to fulfilment of the criteria's as mentioned herein the document.

The Bidder shall furnish the scanned attested copies of following documents with its Bid: -

- i. Power of Attorney in favor of the submitting the Bid, authorizing him to represent the firm.
 - ii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship.
 - iii. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporated under the provisions of Indian company Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time) or registration issued by concerned authorities. Power of attorney in favour of the person signing the bid.
2. The bidder should not be black listed from any organisation during last three years. Bidder will give an affidavit confirming the same.
 3. The bidder should valid GST registration certificate, An undertaking for registration with GST department.

Technical Qualification: -

1. The Bidder should have Experience of Design, Supply and maintenance of similar type of buses for at least the last 5 years prior to the Bid submission deadline:

Experience of Design, Supply and maintenance of Buses (2013-14 to 2017-18 and current year) Bidder shall be engaged in manufacture of chassis and Fully –built buses

Or

Bidder shall be engaged in supply of Fully-built CNG fueled IC Engine Propelled Buses for at least preceding three years ending on 31/03/2018

Bidder shall submit copies of Purchase Orders /Letter of Awards/Agreements as documentary evidences, along with its Bid

2. The Bidders shall be required to have Bus chassis manufacturing facilities and have in-house or through collaboration bus building stations in India, Bus body building facilities located in India

Or

The Bidder or (in case of Dealer) their principal manufacturer shall be required to have Bus chassis manufacturing facilities and have in-house, Bus body building facilities located in India

Bidder shall submit copies as documentary evidences, along with its Bid

3. Bidder shall have authorised service station in the city (Kota), Bidder shall submit copies as documentary evidences, along with its Bid.
4. The bidder should have experience of the following in last five financial years (2013-14 to 2017-18); experience in current year shall also be counted up to deadline for submission of bid:

Should have completed the similar supply order of 15 buses in last three financial years (2015-16 to 2017-18)

Or

Should have completed the similar supply order of 20 buses in last Five financial years (2013-14 to 2017-18)

‘* (similar supply order)’ means: - Supply and Maintenance of CNG Fuelled Fully Built Buses, conforming to the BS-IV Emission Norms to any Central Govt. / State Govt/ PSU etc

Note: -. Clients certificate of experience must clearly indicate whether

(i) Completed and commissioned of Manufacturing / supply of buses Experience in Key Activities in Last 5 Years

Note:

i) The bidder shall submit copies of work orders and completion/ satisfactory performance certificates in support of their experience claims. Only works of Govt. /PSU/ Autonomous bodies under government sector of any country shall be considered.

ii) The works which have been completed during the period mentioned above, though may have commenced earlier, and shall be considered for experience purposes.

Financial Capability

1. **Net Worth:** Net Worth for the Financial Year 2017-18 should be positive. (Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed).
2. **Working Capital:** Working Capital based on the current assets and current liabilities (including the short-term loan repayments due in current years) should be 10% of the estimated cost of bid. (Available Working Capital shall be evaluated as Current Assets + Revolving Line of Credit – Current Liabilities (including loan repayment due within one year).

NOTE: Certificate of CA must be submitted indicating clearly that the working capital is as per formula given in tender document and clearly stating the individual components. CA must also clearly mention that he has gone through the Revolving line of credit which is issued by scheduled Bank and Bank's commitment is project specific, assured and without any ambiguity and shall be available till final completion of project, otherwise bid shall not be considered. For revolving line of credit bank's letter should be attached. The bank issuing revolving line of credit has to be scheduled Bank as per format, otherwise it shall not be considered.

3. **Average annual turnover:** - Average annual turnover of last three years should be more than or equal to Rs. 245,00 lac for financial year 2015-16 to 2017-18, Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant

1.5. Award Criteria

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. **The Bidder shall bear all taxes, duties, fees, GST, levies and other charges imposed under the Applicable Law as applicable.**

1. procuring entity reserves the right to further negotiate the prices quoted by the successful bidder.

1.5.1. Letter of Acceptance

Prior to the expiration of the period of bid validity, procuring entity will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, procuring entity will promptly notify each unsuccessful bidder.

1.5.2. Signing of Contract

procuring entity shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with procuring entity within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by procuring entity

1.5.3. Failure to Agree with the Terms & Conditions of the tender document / Contract

Failure of the successful bidder to agree with the Terms & Conditions of the tender document / Contract shall constitute sufficient grounds for the annulment of the award, in which event procuring entity may invite the next best bidder for negotiations or may call for fresh tender document.

1.5.4. KSCL's Right to Accept any Bid and to Reject any or All Bids

procuring entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for procuring entity's action.

1.6. Performance Bank Guarantee

Performance Security amounting to total 05% of contract value (but excluding provisional sum) shall be submitted as follows:

- a) Contractor shall submit Performance Security @ 05% in advance at the time of signing of agreement in form of BG as per latest rules under RTPP act. The BG should be issued by any nationalized / schedule bank and shall remain valid up to 60 days beyond DLP period. Bank Guarantee submitted against the performance guarantee, shall be **en-cashable/inviolable at Kota** when presented in specified Branch Office.
- b) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable.
- c) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in the tender document, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- d) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- e) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by procuring entity upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG.
- f) In case the project is extended after the project schedule as mentioned in the tender document, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- g) In the event of the Bidder being unable to service the contract for whatever reason procuring entity would invoke the PBG. Not with standing and without prejudice to any rights whatsoever of procuring entity under the contract in the matter, the proceeds of the PBG shall be payable to procuring entity as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. procuring entity shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- h) procuring entity shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- i) On satisfactory performance and completion of the order in all respects and duly certified to this effect by procuring entity, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

1.7. Right to Vary Quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) KSCL shall have the right to request in writing to make any changes, modifications, deviation reduction in scope of Agency's work prior to and/ or after award of work. Agency shall consider such written requests and act accordingly in the matter.

- d) As per RTPP ACT/RULE under clause “deviations, variations and adjustments”. The quantum of additional work for each item shall not exceed 50% of original quantity of the item given in the contract and the total value of additional, altered, and substituted items of work shall not exceed 50% of the accepted contract price.
 - e) The payment to be made as per actual work done.
- 1.8. **General Conditions for admissibility of Price Variation:** - No Price Escalation shall be payable under this Contract

Section - II Bidding Form

2.1 Letter of Technical Bid

Technical Bid Submission Sheet

Date: _____ NIB No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.....
- (b) We offer to execute in conformity with the Bidding Document the following Works:
.....
- (c) Our Bid shall be valid for a period of **90** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price or Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
- (f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (k) We have paid, or will pay the following commissions, gratuities, or fees if any, with respect to the bidding process for execution of the Contract:

| Name of Recipient | Address | Reason | Amount |
|--------------------------|----------------|---------------|---------------|
| | | | |

- (l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;

(m) Other comments, if any:

Name/ address: - _____

In the capacity of: _____

Signed _____

Duly authorised to sign the Bid for and on behalf of: _____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

2.2 Bid Security (Bank Guarantee Unconditional) *

Form of Bid Security

[Insert Bank's Name and Address of Issuing Branch or Office]

Beneficiary: Chief Executive Officer
Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota,
Rajasthan, 324007]

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that **[insert name of the Bidder]** (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Notice Inviting Bids No. *[Insert NIB number]* ("The NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- **[insert amount in figures] [insert amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity,
 - (i) fails or refuses to execute the Contract Agreement,
 - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB")
- (c) has not accepted the correction of mathematical errors in accordance with the ITB, or
- (d) has breached a provision of the Code of Integrity specified in the TB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

[Insert signature of person whose name and capacity are shown]

NOTE: * - Scheduled Bank Only

Name: _____

[Insert complete name of person signing the Bid Security]

In the capacity of: _____

[Insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of _____

[Insert name of the Bank]

Dated on day of

[Insert date of signing]

Bank's Seal _____

[Affix seal of the Bank]

2.3 Bid Securing Declaration

Form of Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No, if permitted: *[insert identification No if this is a Bid for an alternative]*

To: Beneficiary: Chief Executive Officer
Kota Smart City Limited, Rajeev Gandhi Bhawan,
Block-A, Dussehra Maidan, Kota, Rajasthan, 324007.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity for the period of time of *[insert number of months or years, as required by the Procuring Entity]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) withdraw our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by you, the Procuring Entity, during the period of bid validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security Declaration, in accordance with the ITB; or
- (d) breach any provisions of the Code of Integrity as specified in the ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____

[Insert signature of person whose name and capacity are shown]

Name: _____

[Insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[Insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____

[Insert complete name of Bidder]

Dated on day of

[Insert date of signing]

Corporate Seal _ _____

[Affix corporate seal of the bidder]

2.4 Bidder's Qualification

Bidder's Information Sheet

| BIDDER'S INFORMATION | |
|---|--|
| Bidder's legal name | |
| Bidders country of constitution. | |
| Bidder's year of constitution | |
| Bidder's legal address in country of constitution | |
| Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address) | |
| Attached are self-attested copies of the following original documents: 1. In case of single entity, certificate of registration/ in Corporation and memorandum of association or constitution of the legal entity named above. | |

2.5 Experience in Key Activities

Fill up one (1) form per contract

| Contract with Similar Key Activities | | | |
|--|--|----------------------------------|---------------|
| Contract No.....of..... | | Contract Identification | |
| Award Date | | Completion Date | |
| Total Contract Amount | | -----Equivalent INR ----- | |
| If partner in a JV or subcontractor, specify participation of total contract | | Percent of Total amount | Amount |
| Employer's Name Address Telephone Number Fax Number E-mail | | | |
| Description of the key activities in accordance with Criteria. | | | |
| Should have completed the similar supply order of 15 buses in last three financial years (2015-16 to 2017-18) Or Should have completed the similar supply order of 20 buses in last Five financial years (2013-14 to 2017-18) * (similar supply order)' means: - Supply and Maintenance of CNG Fuelled Fully Built Buses, conforming to | | | |
| Reference page No., copy of work order and completion certificate in support of above experience: | | | |

2.6 Power of Attorney

Power of Attorney for Authorized Representative

The firm M/s..... authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the, to issue and receive correspondence related to all matters of the tender "-----". We / M/s undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm's

| S.No | Name of the All Partner | Signature of Partner with Seal |
|------|---|--------------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | Name and Designation of the person Authorized | |
| 5. | Attested Signature of the Authorized Representative | |

For Limited Firm's

| | |
|---|--|
| Name and Designation of the person Authorized | |
| Firm | |
| Address | |
| Telephone No. | |

| | |
|---|--|
| Fax No. | |
| Telex No. | |
| Authority By which the Powers is delegated | |
| Attested Signature of the Authorized Representative | |
| Name and Designation of person attesting the signatures | |

2.7 SELF APPRAISAL SHEET TO BE FILLED BY THE BIDDER FOR DETERMINATION OF RESPONSIVENESS

| S. No. | Requirements as per bid document | Check Points | YES/NO | Enclosed at page no. of bid and any other detail as required |
|--------|---|---|--------|--|
| 1 | GENRAL | | | |
| i | Cost of Bid Document as Rs. 20,000/- DD/Cheque in favour of CEO, Kota Smart City Limited Original hard copy to be submitted in the office of CEO, Kota Smart City Limited by 18.05.18 up to 03:00 P.M. and scanned copy to be uploaded with technical bid | Confirm it is of scheduled bank? Name of Bank | | |
| | | Amount Rs. 20000.00 | | |
| | | In favour of CEO, Kota Smart City Limited | | |
| ii | Bid Processing Fee of Rs 1,000/- DD/Cheque in favour of MD, RISL Original hard copy to be submitted in the office of CEO, Kota Smart City Limited by 18.05.2018 up to 03:00 P.M. and scanned copy to be uploaded with technical bid | Confirm it is of scheduled bank? Name of Bank | | |
| | | Amount Rs. 1000.00 | | |
| | | In favour of MD, RISL | | |
| iii | Bid Security of Rs. 4.90 lacs (Rupees four lacs ninty thousand Only) bidder that submits the bid. BC/DD/BG should be valid up 90 days on the last date of bid submission to DD / Bankers Cheque / Bank Guarantee Original hard copy to be submitted in the office of CEO, Kota Smart City Limited Kota by 18.05.2018 up to 03:00 P.M. and scanned copy to be uploaded with technical bid | Confirm that it is unconditional? If any condition bid liable to be rejected. | | |
| | | State in whose name is bid security | | |
| | | BG number | | |
| | | Confirm it of a scheduled bank? Mention the Name of bank. Amount | | |
| iv | Power of Attorney original hard copy to be submitted in the office of CEO, Kota Smart City Limited Kota by 18.05.18 up to 03:00 P.M. and scanned copy to be uploaded with technical bid | Name & Designation of Person Who has Issued POA | | |
| | | Name & Designation of Person to whom POA is issued | | |
| v | Letter of technical bid As per format of bid document | Whether bid is valid for 90 days | | |

| S. No. | Requirements as per bid document | Check Points | YES/NO | Enclosed at page no. of bid and any other detail as required |
|----------|--|---|--------|--|
| | | Whether it is as per format whether it is signed by authorised signatory | | |
| vi | GST Registration | An undertaking for registration with GST department. | | |
| vii | The bidder should not be black listed from any organisation during last three years. | Affidavit of black listing submitted, If not, bid is liable to be rejected | | |
| 2 | Technical Capability | | | |
| i | <p>The Bidder should have Experience of Design, Supply and maintenance of similar type of buses for at least the last 5 years prior to the Bid submission deadline:</p> <p>Experience of Design, Supply and maintenance of Buses (2013-14 to 2017-18 and current year) Bidder shall be engaged in manufacture of chassis and Fully –built buses</p> <p style="text-align: center;">Or</p> <p>Bidder shall be engaged in supply of Fully-built CNG fueled IC Engine Propelled Buses for at least preceding three years ending on 31/03/2018</p> | Bidder shall submit copies of Purchase Orders /Letter of Awards/Agreements as documentary evidences, along with its Bid | | |

| S. No. | Requirements as per bid document | Check Points | YES/NO | Enclosed at page no. of bid and any other detail as required |
|--------|--|---|--------|--|
| ii | <p>The Bidders shall be required to have Bus chassis manufacturing facilities and have in-house or through collaboration bus building stations in India, Bus body building facilities located in India</p> <p style="text-align: center;">Or</p> <p>The Bidder or (in case of Dealer) their principal manufacturer shall be required to have Bus chassis manufacturing facilities and have in-house, Bus body building facilities located in India</p> | Bidder shall submit copies as documentary evidences, along with its Bid | | |
| iv | Bidder shall have authorised service station in the city (Kota), | Bidder shall submit copies as documentary evidences, along with its Bid | | |

| S. No. | Requirements as per bid document | Check Points | YES/NO | Enclosed at page no. of bid and any other detail as required |
|--------|--|---|--------|--|
| v | <p>The bidder should have experience of the following in last five financial years (2013-14 to 2017-18); experience in current year shall also be counted up to deadline for submission of bid:</p> <p>Should have completed the similar supply order of 15 buses in last three financial years (2015-16 to 2017-18)</p> <p>Or</p> <p>Should have completed the similar supply order of 20 buses in last Five financial years (2013-14 to 2017-18)</p> <p>‘* (similar supply order)’ means: - Supply and Maintenance of CNG Fuelled Fully Built Buses, conforming to the BS-IV Emission Norms to any Central Govt. / State Govt/ PSU etc</p> <p>Note: -. Clients certificate of experience must clearly indicate whether(i) Completed and commissioned of Manufacturing / supply of buses Experience in Key Activities in Last 5 Years.Note:</p> <p>i) The bidder shall submit copies of work orders and completion/ satisfactory performance certificates in support of their experience claims. Only works of Govt. /PSU/ Autonomous bodies under government sector of any country shall be considered.</p> <p>ii) The works which have been completed during the period mentioned above, though may have commenced earlier, and shall be considered for experience purposes</p> | <p>(Work order with completion certificate should be submitted by the bidder (not below the rank of Executive Engineer or General Manager) otherwise bid should be rejected</p> | | |

| S. No. | Requirements as per bid document | Check Points | YES/NO | Enclosed at page no. of bid and any other detail as required |
|--------|--|--|--------|--|
| 4 | Financial Capability | | | |
| i | Net Worth: Net Worth for the Financial Year 2017-18 should be positive. | Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed | | |
| ii | <p>Working Capital: Working Capital based on the current assets and current liabilities (including the short-term loan repayments due in current years) should be 10% of the estimated cost of bid. (Available Working Capital shall be evaluated as Current Assets + Revolving Line of Credit – Current Liabilities (including loan repayment due within one year).</p> <p>NOTE: Certificate of CA must be submitted indicating clearly that the working capital is as per formula given in tender document and clearly stating the individual components. CA must also clearly mention that he has gone through the Revolving line of credit which is issued by scheduled Bank and Bank's commitment is project specific, assured and without any ambiguity and shall be available till final completion of project, otherwise bid shall not be considered. For revolving line of credit bank's letter should be attached. The bank issuing revolving line of credit has to be scheduled Bank as per format, otherwise it shall not be considered</p> | <p>Confirm that certificate of CA submitted indicates clearly that the working capital is as per formula</p> <p>Given in tender. Confirm that CA has clearly mentioned that he has gone through the letter of Revolving Line of Credit and bank's (scheduled Bank) commitment letter is project specific and assured without any ambiguity otherwise bid is liable to be rejected.</p> <p>Confirm that bank's letter submitted for revolving line of credit, If required</p> <p>Confirm that the above bank's letter is as per format;</p> <p>Value of working capital 10% of the estimated cost of bid=10%X245.00lac= 24.5lac</p> | | |

| S. No. | Requirements as per bid document | Check Points | YES/NO | Enclosed at page no. of bid and any other detail as required |
|--------|---|--|--------|--|
| iii | Average annual turnover: - Average annual turnover of last three years should be more than or equal to Rs. 245,00 lac for financial year 2015-16 to 2017-18, | Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant | | |

Section-III
Scope of
Work & Term
of Reference

1.0 Introduction

KSCL intends to procure 04 Nos. of CNG Fuelled Fully Built Semi - Low Floor Air-Conditioned Buses, Model 2018 conforming to the BS-IV Emission Norms, on behalf of KBCL. These buses must be supplied at Kota, Rajasthan only. Once procured, KBCL shall become the owner of these buses.

The Corporation has now decided to undertake a competitive bidding process for selection of a contractor ("Contractor") to implement the project of design, manufacture, supply and commissioning of the Buses on the terms and conditions specified in this bid Document ("Project"). The fully built Bharat Stage IV AC buses shall conform to the Specifications set out in this Schedule.

- 1.1 The minimum Technical Specifications have been set out meeting the guidelines of the Urban Bus Specifications as notified by the Ministry of Urban Development, Govt. of India.
- 1.2 The word "bus" shall mean the of Fully Built Semi - Low Floor Air-Conditioned Buses, Model 2018 conforming to the BS-IV Emission Norms, supply at Kota.
- 1.3 The word "bus" shall also mean a bus operating on Compressed Natural Gas (CNG), suitable for operations in city conditions.
- 1.4 The bus shall meet all applicable The Central Motor Vehicles Rules, 1989 (hereinafter referred to as "CMVR") norms for safety and emissions applicable on the date of manufacture and the CMVR notified/amended up-to-date.
- 1.5 The bus design shall be energy efficient, environmentally friendly, and safe and secured for transportation of public besides the following main attributes amongst others:
 - 1.5.1 Passenger comfort & safety
 - 1.5.2 Reliable and Durable Design
 - 1.5.3 Ergonomically designed driver's work area
 - 1.5.4 Ease of repair and maintenance
 - 1.5.5 Aesthetically designed interiors and exteriors
 - 1.5.6 Ease of boarding and alighting
- 1.6 Where there is conflict between the requirement as per any Applicable Law and the requirement set out in the relevant manufacturing codes such as Bus Code AIS 052, superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract.
- 1.7 Bidder shall:
 - a. offers only one model of the required type of Buses;
 - b. quote only one rate for the tendered quantity of Buses.
 - c. offers Bid for the entire quantity of the type of Bus Being Bid for, as mentioned in the Document.
 - d. The Buses required against this RFP Document shall conform to the Urban Bus Specifications II published by Ministry of Urban Development, Govt. of India, Technical Specifications provided in the RFP Document and amendments therein, if any. The Bidder shall obtain himself, at his own expense, all the latest specifications required for design, manufacture, supply and commissioning of Buses in accordance with Contract terms. The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Rules 1989 (CMVR), Motor Vehicle Act 1988 (MVA) and Motor Vehicle Act, 1988 (MVV), along with any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery/ registration of Buses with State Transport Authority,

Rajasthan, in this behalf (referred with scope 1.2(b))

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

2. Scope of work

2.1 The scope of the Project is to supply 04 number of CNG Fueled Fully Built Semi - Low Floor AC Buses, Model 2018 conforming to the BS-IV Emission Norms at Kota. However, Bidders should note that the Corporation reserves the right to increase or reduce the number of Buses in accordance with Clause 20 of the General Conditions of Contract in Schedule 6 -A of the Bid Document.

2.2 **Compliance with Technical Specifications:** The Buses required against this Bid Document shall conform to Technical Specifications provided in the Bid Document and amendments therein, if any. The Bidder shall obtain himself, at his own expense, all the latest specifications required for design, manufacture, supply and commissioning of Buses in accordance with Contract terms. The Bidders shall be required to comply with all the latest provisions of the Central Motor Vehicles Rules, 1989 (CMVR), Motor Vehicle Act, 1988(MVA), RJ Motor Vehicle Rules in this behalf, along with any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery/registration of Buses with State Transport Authority of Rajasthan.

2.3 **Warranty:** The successful Bidder shall ensure a warranty period of [2 years or 2, 00,000 kilometres, whichever is later] or [any better warranty period offered by the Contractor], whichever is later, to ensure trouble free services and supply of components of Buses.

2.4 **Liquidated Damages:** If the Bidder fails to complete the delivery 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 @ 0.25% of the Contract Value (excluding provisional sum) for every week of delay per bus on the cost of each bus of the unsupplied buses which the successful Bidder has failed to deliver.

The amount of pre-estimated liquidated damages to be charged and deducted from the Bidder next payment. However, the amount of pre-estimated damage to be charged under this contract shall not exceed 10% of the Contract Value (excluding provisional sum).

2.5 **Spares and after sale service:** The Bidder shall confirm adequate availability of spare parts and after sales services within the State of Rajasthan for the Buses offered in the bid by furnishing an undertaking on their official letter head.

2.6 Insurance:

A. *Transit insurance:*

- i. Transit insurance, till delivery/acceptance of Buses at Corporation's premises, shall be arranged by the Successful Bidder at its own cost. Successful Bidder shall be responsible till the ordered quantity of all Buses arrives in safe and sound condition at destination as specified by the Corporation, 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 (ultimate Corporation) shall be arranged and paid for by the

Successful Bidder.

- iii. The Corporation shall advise Successful Bidder within 30 days of arrival of Buses at Destination, regarding any loss/damage etc. of Buses and it shall be the responsibility of Successful Bidder to lodge necessary claim on the carrier and /or insurer and pursue the same. The Successful Bidder shall, however, at his own cost replace/rectify Buses that are lost/damaged to the entire satisfaction of the Corporation, within 30 days from the date of dispatch of intimation from the Corporation, without waiting for settlement of the claim.

B. **Insurance after delivery:** On acceptance of buses by the Corporation, Corporation shall arrange third party insurance at its own cost, subject to the policy of the State Government. The Successful Bidder shall be required to arrange insurance of Buses till they are delivered to and accepted by the Corporation. The insurance shall be done in the name of KBSL.

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.

2.7 The Manufacturer/ supplier is solely responsible for Supply of buses in such a way that the works shall confirming all technical as well as quality standards as per TENDER DOCUMENT.

2.8 The contractor shall promptly inform the PMC/Consultant engaged by KSCL /EIC any error, omission, fault, or any other defect in the design or drawings or specification for the works, which he discovers when reviewing the contract documents, or in the process of manufacturing of the works and collectively resolve the ambiguity or correct the error.

2.9 Planning and taking up the work according to the Methodology/work plan or as per a modified work plan duly agreed and approved by the Engineer in charge.

2.10 The contractor will be responsible for procuring all the materials as required as per specifications, to maintain their safe custody and for proper installations.

2.11 The initial One year shall be the defect liability period. No payment for Maintenance shall be made in the Defect Liability period.

2.12 The contractor will be fully responsible for structural safety stability work.

2.13 The contractor may provide his alternative plan of work within 07 days of start for consideration of the EIC who may agree to a changed work program and the same shall be followed.

3. **Submission of Design**

3.1 Bus design shall be developed based on requirements given in the Technical Specification & sound engineering practices. The design of bus body shall be submitted by the successful bidder with supporting technical data to Authority for the purpose of inspection during proto type approval. However, successful bidder 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.

3.2 The design shall be developed in S.I. Units.

3.3 Notwithstanding the approval, successful bidder shall be wholly and completely responsible for satisfactory design, manufacture, supply & performance of these Buses offered during the contract period.

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

4. THIRD PARTY INSPECTION, QUALITY CHECK & BODY BUILDING

4.1 The Authority will depute third party Govt. Authority/Agency for inspecting Bus Body Building, Related works and compliance to the specification. The expenses of stage wise inspection including for travel, boarding, & relevant things etc. shall be borne by Bidder.

4.2 It is necessary to furnish latest Lab Test Report (as per specification Proposed by CIRT, Pune /ARAI, Pune/ BIS approved Labs/NABL approved Labs/ ICAT, Manesar), to the Authority At the time of inspection at any stage of Bus manufacturing.

4.3 Random samples of items shall be picked up by Authority's representative and the manufacturer jointly and sealed for onward transmission by the manufacturer to the lab for inspection as per the required specification/ standards. 'ISI' or 'E' marked items of the concerned country used in manufacturing of Bus need no testing except flammability test and testing of all type of fuses.

4.4 Bus chassis manufacturer shall be required to obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. The Bus chassis manufacturer shall be required to provide a list of such items along with their Certificates to the Authority.

4.5 The cost of all tests, analysis, and patent rights shall be borne by the Bidder.

4.6 The successful Bidder Shall can only use maximum two "A Grade "Body Builder to fulfill the requirement. If the successful bidder is using more than one body builder, then the successful bidder needs to get one prototype approved from each body builder at their own cost.

5. Alteration, Addition/ Deletion, Deviation, Defects/ Deficiencies

5.1 The Bidder shall manufacture the Bus strictly in accordance with the technical specifications provided herein this document. The Bidder is not allowed to make any alteration, addition/ deletion, and deviation or leave any defect/ deficiency in the manufacturing of the Bus. Bus chassis manufacturer shall note that the Bus shall be manufactured and supplied to the Authority with zero defects. In case, any defects/ deficiencies/ discrepancies are brought to the notice of the Bus chassis manufacturer during inspection at various stages, the same shall be immediately removed in all the buses under manufacturing before the Authority gives clearance. In case, any defects/ deficiencies observed at various stages and not rectified by the Bus chassis

manufacturer before the commissioning of the completed buses at Kota or at any other unit of the Authority (Authority to specify), Bus Manufacturer shall be solely responsible for any mishap/ miss-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.

- 5.2 Bus chassis manufacturer shall note that in case of defects/ deficiencies not attended/ rectified by them at their 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.
- 5.3 However, in case any alteration/ addition/ deletion/ deviation, defects/ deficiencies in any manner is found or detected in the Bus at the time of commissioning, Authority shall have the right to recover full cost of the material/ fitment etc. damages from bills of Bus chassis manufacturer towards rectifications at his cost. The Authority shall also have a right to make recovery as determined by it after costing for defects/deficiencies, deviations, alterations etc.
- 5.4 For purpose of recovery of compensation and damages, no notice shall be required to be issued to Bus chassis manufacturer. However, after cost is assessed and evaluated as per joint inspection carried out in presence of Bus chassis manufacturer's representative, Bus chassis manufacturer shall be sent a statement in respect of recovery/ deductions made with details of defects & deficiencies etc. Assessment of the cost of material fitment etc. shall be made by the Authority or his authorized representative, which shall be final and binding upon the Bus chassis manufacturer.
- 5.5 That the Bus chassis manufacturer shall be responsible and liable to deliver fully built Bus in accordance with the technical specifications, terms & conditions of the Contract at Authority's as notified by the Authority to the Successful bidder or at any other unit of the Authority from 09:00 hours to 18:00 hours on working days. At the time of delivery, either the Bus chassis manufacturer himself or his authorized representative is bound to be present for joint inspection of fully built Bus. In case, Bus chassis manufacturer is not present or does not depute his authorized representative at the time of delivery of Bus, he shall not be allowed to urge or say at a later stage that the Bus was inspected in his absence. The inspection shall be carried out by the team of Officials of third party / Officers of the Authority and defects, deficiencies, change in specifications, additions/ alterations, deviations etc. shall be noted down in the register and the same shall be got signed by the two witnesses of the Authority or the Bus chassis manufacturer's representative as the case may be.

6. Service Engineering

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:

- 6.1 Maintenance standards including clearances and tolerances at various locations and permissible limits of wear for good riding comfort, performance and operation.
- 6.2 Inspection procedure & periodicity of various preventive schedules in detail including gauging practices.
- 6.3 Maintenance procedures in detail including preventive maintenance schedules

6.4 Facilities required for maintenance, giving detailed information on the following:

- i) Plant & Machinery required for maintenance.
- ii) Gauges, Jigs and Fixtures and Tools required during maintenance
- iii) Space requirements for maintenance facilities.

6.5 Any other details necessary for development of said facilities.

7. Service Manuals and Spare Parts Catalogues

- 7.1 Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least 5 sets of each 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 shall be supplied without any extra charge. All manuals shall be sent to Authority in advance of dispatch of buses from manufacturer's works.
- 7.2 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 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

8. Training

- 8.1 The Contractor shall provide training to minimum 4 drivers and 4no. maintenance staff free of cost.
- 8.2 The Contractor shall also impart training to minimum 2 engineers of the Authority at the Depot and 2 engineers at the headquarter of the Contractor for Intelligent Transport System fitments which are part of the Bus as per the Specifications.
- 8.3 The Contractor shall have to certify the trainees for the said training programs and a satisfactory note to be issued by trainees at the end of training program

9. General Design Features

- 9.1 Bus shall be of full forward control and right-hand drive design. The bus shall be designed to carry commuters inside the kota area or as required by the KSCL with ease of boarding and alighting especially public or commuter.
- 9.2 The bus design shall be eco-friendly, energy efficient, safe, and comfortable with exhaust emissions maintained at specified levels (Bharat Stage IV or Euro-IV) subject to meeting additional requirement, if any & further improved standard as applicable on the date of manufacture as imposed by law). Also Bus and their aggregates will have to comply with rules and regulations on safety and emission regulations as may be notified by the Government for compliance on the date of manufacture or registration of the vehicle as the case may be. To ensure compliance, type approval certificate for complete bus as per specifications laid herein from approved test agency under CMVR will be necessary along with complete compliance to all safety standards for CNG as prescribed under CMVR.

9.3 The bus design and the buses shall meet the entire statutory requirement besides the one prescribed herein and type approval certificate of compliance from the approved test agency for the complete bus as per specifications laid herein/in CMVR will have to be produced.

9.4 The material used in the Manufacturing of buses shall be as per Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) specifications 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 or 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.

9.5 The bus shall be so designed to maintain operational stability requirement as per Bus Code. Interior noise and pass by noise of the vehicle shall conform to BIS: 12832:1989 or latest and BIS: 3028:1998, 10399:1998.

9.6 Fire safety: The bus shall be designed and manufactured with all applicable fire safety regulations under CMVR (including AIS 024) and for safety for CNG Buses including piping location and layout, location of rubber hose, location of exhaust, sealing from CNG gas entering passenger compartment in case of leakage, catalytic converter location, prescribed upholstery material, fire retardant cable, connectors etc. These provisions shall also include the use of fire retardant material, fire detection, escape of gases in case of any leakage, fire walls and facility for passenger evacuation (doors, windows and escape latches) as per statutory requirements besides bus code. Flammability requirements of fire retardant material shall comply with IS 15061 to be certified by the test agency.

9.7 The bus shall be so designed to provide IT System & CCTV System facility.

10. Technical Specification

10.1 Engine

10.1.1 Compressed Natural Gas (CNG) fueled engine with electronic ignition system and catalytic convertor as per CMVR with Bharat Stage-IV, capable of delivering adequate horse power to obtain desired performance in respect of defined acceleration levels and emission norms. The engine should have adequate horsepower not only to propel the bus but also to carry the load of air conditioning system fitted in the bus, 40 passengers (assuming an average weight of 68 Kg per passenger), CNG cylinders, bus tare weight etc. As the bus is required for operation in city services, engine should be capable of delivering adequate horsepower at lower RPM levels with a high torque over a large RPM range particularly on the lower side. The engine shall be designed to operate for not less than 3, 00,000 km without major failure. The location of the engine shall be at the **front** in the buses.

10.1.2 The engine should be suitably designed to operate optimally under Kota's peak summer heat and dust. Maximum rise in temperature at steering should not be more

than 4 degrees beyond ambient temperature during peak summers.

10.1.3 Speed Limiting Device

Maximum speed of bus will be limited to 75 km/hr. or as described in the city of kota through **engine software** of ECU at the time of manufacturing stage itself duly certified by test agency. B

10.2 Bus dimensions and other specifications

| Sr. | Description | Specifications |
|-----|--|---|
| 1 | Overall length | Upto 12000 mm (Minus 100mm tolerance) |
| 2 | Overall Width | As per CMVR |
| 3 | Overall height | As per CMVR |
| 4 | Ground clearance within the wheel base | As per CMVR/Bus Code |
| 5 | Rear overhang | Maximum 60% |
| 6 | Front overhang | Maximum 40% |
| 7 | Turning clearance | As per IS-9435 and IS-12222 or latest |
| 8 | Ramp over angle | As per IS: 12218 or latest |
| 9 | Departure angle | As per IS: 12218 or latest |
| 10 | Approach angle | As per IS: 12218 or latest |
| 11 | Seating capacity | Seating capacity shall be minimum 40 nos. (excluding driver) |
| 12 | Crash-worthiness Requirements | As per CMVR |
| 13 | Warning Triangle | As per CMVR |
| 14 | Life cycle Requirement (Driver Train and Body structure) | Design of adequate capacity to take care of maximum GVW & crush loading expected during life span of the bus of minimum 12 years or 10,00,000 kms. Whichever is later |

10.3 Cooling System

10.3.1 Heavy-duty radiator and other subsystems of cooling system should be capable of efficiently dissipating heat from the CNG engine system. Engine should be cooled by a water based pressure type cooling system with thermostat that does not permit boiling or coolant loss during the operations.

10.4 **Transmission System**

- 10.4.1 Minimum 5 forward speeds and one reverse with suitable ratios Gear box with manual operation shall be provided with gross input power, gross input torque & related speed compatible with engine.
- 10.4.2 The propulsion system and drive train shall provide power to enable the bus to meet the defined acceleration, top speed and gradeability requirements, and operate all propulsion driven accessories.

10.5 **Suspension**

- 10.5.1 The bus shall be fitted with Semi Elliptic Multi Leaf Spring suspension system at the rear.

10.6 **Steering**

- 10.6.1 Hydraulic power assisted recirculating ball type steering shall be provided.

10.7 **Braking System**

- 10.7.1 The braking system shall be full pneumatic type with fail-safe dual circuit having four-way protection valve, auto slack adjuster, with non-asbestos brake lining. The friction material shall be non-asbestos type having temperature and wear characteristics suitable for intensive city operation. The buses shall also be provided with hand operated pneumatic flick valve type parking brakes at rear wheels. The air pressure line shall be treated for corrosion resistance.
- 10.7.2 In the event of failure of the engine and or loss of air in the system, adequate provision should be there for obtaining effectiveness of services brake system and or for deactivating the spring actuated brakes.

10.8 **Wheels and Tyres**

- 10.8.1 The bus shall be fitted with Nylon PR tyres of size that may bear the load when bus is fully loaded and tyres conforming to AIS-044 part I with wheel rims of corresponding size conforming to AIS/BIS: 10694 (part 3)-1991 or latest. The bus shall be supplied with 6 sets of tyres (two on front and four on rear wheels) fitted on the bus plus one set as spare Stepney in all respect. The tyres shall be fresh from factories and shall not be more than six months old at the time of delivery.

10.9 **CNG Cylinders and Their Mountings**

- 10.9.1 The CNG cylinders shall conform to BIS and shall be duly approved by Department of Explosive and fulfill all other statutory requirements. There should be adequate capacity to facilitate daily operation of over 200 KMs per filling of CNG in cylinders of the bus at initial gas settled pressure of 200 Bar at 15 degree Celsius.
- 10.9.2 All CNG system items shall conform to the relevant CMVR/CCOE, Government of India/ BIS/ AIS024 & 028 and other applicable standards for the Kota, Rajasthan.

10.10 **Under Frame and Structure**

- 10.10.1 The entire surface of bus under floor and sides exposed to the ground shall be covered with appropriate corrosion prevention and flame retardant paint coating for

protection against harmful effects of water, mud etc. The wheel housings shall be constructed to contain tyre bursts during operation and be flame retardant in case of tyre fire. All rear wheel hump structure is required with GI square tubing with radius bending at corners.

10.10.2 Sufficient clearance for air circulation shall be provided around the tyres, wheels and brakes to preclude over heating when the bus is operating.

10.10.3 Flooring structure should be strongly longitudinal supports. The bus manufacture shall be of as defined in Bus Code with the super structure fabricated using steel tubing (ERW- Rectangular/ Square Sections) conforming to BIS 4923-1985 or latest.

10.10.4 The design shall be done to withstand transit loading conditions, including load of over 100 passengers for the life of bus >10years

10.11 Paneling

10.11.1 The bus exterior side panels shall be fitted with 1.0mm thick stretched steel sheet at waist level. The exterior front-end paneling shall be of steel sheet while roof, rear and skirt paneling shall be 1.2mm thick aluminum sheet.

10.11.2 Anti-drumming compound shall be applied on inner side (enclosed surfaces) of entire paneling.

10.11.3 All structures shall be thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 Kgs/m³ densities.

10.11.4 Rain gutters shall be provided to prevent water flowing from the roof onto the passenger door, driver's side window, and exterior mirrors. When the bus is decelerated, the gutters shall not drain onto the Windshield, or driver's side window, or into the door boarding area. Cross sections of the gutters shall be adequate for proper operation.

10.11.5 Interior paneling (sides and roof) shall be of ABS sheet as per national/ international standards with vibration reduction and insulation.

10.12 Paints

10.12.1 All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. Polyurethane (PU) painting conforming to BIS: 13213-1991 or latest shall be used for painting of the bus. Colour shade shall match to the shades as per BIS: 5-1378 or latest.

10.13 Colour Schemes

10.13.1 Exterior, interior colour schemes and logo/ graphics to be applied and shall be as per the requirement of the authority. The colour scheme shall be get approved by the authority before apply.

10.14 Doors

10.14.1 One service door of 720 mm-750 mm wide aperture (without flaps) of double jack knife type shall be fitted at the middle of the bus as per provisions of the Bus Code. Manual Locking System for inside shall be provided in Service Doors.

- 10.14.2 Behind rear axle double Jack Knife doors of 1000mm width minimum.
- 10.14.3 All the doors are pneumatically operated and provided with sensitivity kit sensors for safety & emergency switch for safety operations. Each door leaf shall have 2 glasses.
- 10.14.4 Access door shall be provided with heavy-duty hinges as per bus code and heavy-duty sealing to avoid ingress of dust into the passenger compartment.

10.15 Windows

- 10.15.1 The window shall be in single piece fixed glass type design to avoid ingress of dust and water and shall have proper/ efficient drainage system. The toughened glass wherever used in the body shall be 4.8 mm to 5.3 mm thick. The size and shape of the glasses shall enable even the standees to have maximum outside view without kneeling.
- 10.15.2 The width and height of windows shall meet the requirement as per the Bus Code.

10.16 Emergency Exit

- 10.16.1 The emergency exit shall also be provided to meet the requirement as per the Bus Code/ CMVR.

10.17 Floor/ Steps

- 10.17.1 The floor level of the bus shall be at maximum height of 900 mm from the ground level in unladen condition. There will be entry +2 steps at the entrance/ exit doors, which shall meet the requirement as per Bus Code. The floor shall be fitted with fire retardant marine board of minimum 12 mm thickness conforming to BIS 710-1976 or latest and shall be fire retardant as per BIS 5509-2000 or latest. The Marine Board floor shall be covered with anti-skid type silicon grain material of minimum 3 mm thickness, meeting Indian/ International standards. Adequate sealing shall be provided in the floor to prevent ingress of dust, gases, water etc. The anti-skid type silicon grain material shall have features for non accumulation of dust.

10.18 Gangways

- 10.18.1 The minimum height and minimum width of gangway shall be 1900 mm and 450 mm respectively as per the provisions of the Bus Code and would meet the statutory requirements.

10.19 Handrails and Handholds

- 10.19.1 The handrails and handholds (Strap hangers) shall be provided as per provision of bus code. The surface of handrails and handholds shall be slip-resistant. Depending upon the size of the bay (i.e. between two consecutive roof hand rail brackets), minimum 2 handholds per bay shall be provided so that every standee is able to grab a hand hold. Hand holds shall comply with AIS 046.

10.20 Passenger Seats

- 10.20.1 The passenger seats shall be front facing, comfortable, durable and maintenance free of 'PP-LD' (Polypropylene Low Density)/ LDPE moulded

manufacturing meeting the performance requirements of AIS023 and other requirements as per the Bus Code. The PP-LD/ LDPE moulded seat shall be appropriately fitted with moulded flame retardant Polyurethane (PU) cushion for seat and back rest as per Bus Code. The seats shall be upholstered with waterproof expanded vinyl coated fabric to match the seat and interior décor conforming to IS 8698 of Class-A, Grade-I, Type-A. The seat cushion shall be provided with vent holes appropriately. Suitable integral type seat hand grab rails shall be provided, one on top of backrest and one at the back of the backrest, for seated passengers.

10.20.2 The seating area, space per passenger (total width X depth) shall be 400x350 mm (AIS 052).

10.20.3 The seating lay out should be in 2x2 layouts meeting the bus code requirements. No. of seats excluding Driver & Conductor should not be less than 40 and the same may be adopted. Further, 25% ladies' seats in pink colour on nearside/ conductor side 5 twin seats from front gate, 2 seats reserved for senior citizen after the last ladies twin seats and 4 priority seats – first two twin seats behind driver seat front offside may be specified.

10.21 Driver's Work Area

10.21.1 A driver door of not less than 1600 mm height and 650 mm wide, with maximum space for sliding window using the material like glazing and glass.

10.21.2 Driver's seat- The driver's seat with head restraint shall meet the requirements of AIS 023).

10.21.3 Driver partition- The driver partition shall be provided as per the Bus Code.

10.22 Heating, Ventilation and Air conditioning (HVAC) climate control system

10.22.1 The HVAC system shall be provided for heating as well as cooling of the interior whole compartment of the bus as per the environment condition of the kota city operation.

10.22.2 The bidder shall design the air conditioning system of appropriate size, type and capacity as per the operating/ environmental condition of kota.

10.22.3 The noise level of AC system shall be as required under the Central Motor Vehicle Rule (CMVR)/AIS/any other Indian standards, if any and as applicable for the kota.

10.23 Dashboard Instrumentation and Control System

10.23.1 The bus shall have ergonomically designed moulded type dash board and instrument panels. All the dashboard controls and instrumentation system shall be as per the Bus Code.

10.24 Intelligent transport system (ITS) including supply& fitment of GPS.

10.24.1 The bus shall have intelligent transport system (ITS) including provision of GPS shall be made at a suitable location for the fitment of GPS box so that a suitable

GPS could be installed in future as per the Urban Bus Specifications II.

10.25 Roof /Escape Hatch

10.25.1 In addition to emergency exits, at least one escape hatch will be fitted in the roof as per the bus code.

10.26 Rear-view Mirrors- Interior and Exterior

10.26.1 Rear-view mirrors shall be provided on both sides of the bus to enable driver to have clear side/rear views. One interior rear-view mirror shall also be fitted for viewing saloon area by the driver. Installation and performance requirements of the rear-view mirrors shall conform to AIS 001 and AIS 002.

10.27 Sun Visor

10.27.1 Shutter type sun visor for Driver side and co-driver side shall also be fitted.

10.28 Electric Horn

10.28.1 Single electric horn as per the standard specifications.

10.29 Towing Device

10.29.1 The bus shall have two ring type towing device below bumper area, one at Front and one at Rear. It shall be heavy duty, 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS:9760.

10.30 Wind Screen Wipers

10.30.1 Wind Screen Wiper shall be Heavy duty wiper motor with two numbers sufficient length arm blades for the front single Wind Screen curved glass meeting the requirement as per AIS 011 or IS:15802

10.31 Fire Extinguishers

10.31.1 To prevent Fire in Engine/Battery compartment keeping in view of passenger safety the vendor should provide automatic Fire detection & suppression system in these models.

Fire detection & suppression system required as per AIS 135 with total 10 kg of fire extinguisher to be provided as per AIS 052.

10.32 First Aid Kit

10.32.1 For emergency purpose, one first aid box near driver area shall be provided as per CMVR provision.

10.33 Fog Lamps

10.33.1 Fog lamp in the front shall be per AIS 052/CMVR

10.34 Front & Rear FRP Bumpers

10.34.1 The bus shall have front and rear bumper as per AIS 052/CMVR

10.35 Wind Screen- Front and Rear

10.35.1 Windscreen glasses shall meet the requirements of BIS 2553: Part II-1992 or latest and that of CMVR and Bus Code. The glazing used for fitment of glasses shall be Ethylene Propylene Dien Monomer (EPDM) rubber of black colour and appropriate adhesive material. Hammer shall be provided for the breaking of Rear windshield in case of emergency glass.

10.36 Battery, Alternator, Self-starter

10.36.1 The battery system shall be 24V, minimum 150 Amps-hour capacity, low maintenance type lead acid batteries.

10.36.2 A heavy-duty battery cut-off switch shall be provided near the driver seat on side paneling at appropriate level for disconnecting the power supply.

10.36.3 The bus shall have 24 Volts D.C double pole wiring for all its electrical equipments except in unavoidable circumstances.

10.36.4 An adequate capacity alternator of 24V D.C with consistent output to take care of high idling periods in city operation shall be provided.

10.36.5 A pre-engaged type 24V D.C self-starter of adequate capacity with relay shall be fitted in the bus.

10.37 Electrical equipment and wiring

10.37.1 All cabling shall be as per the provisions of the Bus Code/ CNG safety requirements as provided in CMVR.

10.38 Lights and Lighting System

10.38.1 Interior saloon lighting shall be LED light of high power cool white or equivalent with illumination level in line with AIS: 052.

10.38.2 All the lights, their wattage and lighting systems shall conform to the requirements of Bus Code, CMVR and other relevant AIS standards and shall be arranged aesthetically.

10.38.3 Lights shall be provided for illuminating exit/entrance door area. These lights shall illuminate the outside area up to at least one meter when door/doors is/are opened.

10.38.4 A well-lighted bus registration number plate shall be fitted at rear as per the provisions of CMVR.

10.38.5 Switches shall be fitted on the right-hand side of the instrument panel through evenly loaded circuits and fuses as per the Bus Code.

10.38.6 A reverse buzzer shall be installed at the rear of the bus to sound intermittently when reverse gear is engaged.

10.38.7 A suitable light shall also be provided in the engine compartment for ease of

maintenance/ emergency repairing.

10.39 Jack & tool box

10.39.1 In addition, the vendor shall provide a 10 ton jack with tommy one with tool box (with tools) and stepney.

10.40 Pollution Under Control (PUC) Certificate Holder

10.40.1 A suitable holder with clear acrylic sheet cover shall be provided in driver cab near driver seat at appropriate level for fixing of PUC certificate.

11. Quality Assurance Plan, Inspection and Testing

11.1.1 Contractor shall formulate a Quality Assurance Plan (QAP) to ensure quality product conforming with the specifications. 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 Successful bidder to Authority within two weeks of signing of Contract.

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

11.1.2.1 Structural assembly stage before paneling in all buses

11.1.2.2 Final completion after paneling, and equipping of buses (Fully built buses)
For any Deficiency noted by the Authority during any stage of the inspection the Contractor shall initiate immediate remedial actions for the same as advised by the Authority. The Authority or Representative of the Authority shall not be entitled to suggest changes or modifications which are not part of the mutually agreed Bus specifications.

11.1.3 The Authority shall not conduct any laboratory test if the material procurement certificates are submitted by the Successful bidder 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 Successful bidder. The Authority might conduct lab testing mostly for following material.

| S.No | Items to be tested | Specification |
|------|---------------------------|---|
| 1 | CR Tubular sections | BIS:4923-1997 (or latest) of Grade Yst. -240 |
| 2 | Phosphating / Galvanizing | BIS:3618-1966 (or latest) Class A-2 for Phosphating & BIS:277-2003 or latest - 120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%. |
| 3 | EPDM Rubber | As per AIS 085 |

| S.No | Items to be tested | Specification |
|------|----------------------|--|
| 4 | Glasses Laminated | BIS: 2553 (Part-2)-1992 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass. |
| 5 | Aluminum Parts | IS:733-1974 (or latest) for Solid Part, IS:1285-1975 or latest for Extruded Round Tube & Hollow Part and IS:738-1977 or latest for Drawn Tubes, Alloy 63400, tempering WP |
| 6 | Paint | PU Paint as per relevant IS: 13213:1991 (or latest) & any other relevant BIS Standards. For Matt Black Paint the Gloss Value is upto 30 units. The design and the colours will be provided at the time of pre-bid meeting. |
| 7 | LT Wire | BIS: 2465-1984(or latest). DIN 72551- Dimensional Test JIS C 3406- Spark, Immersion & Conductor Resistance Test' SAE |
| 8 | Aluminum Sheet | BIS:737-1986(or latest), Aluminum Alloy H-2/31000 |
| 9 | CR sheets | BIS:513-2008(or latest) |
| 10 | GI Sheets | BIS:277-2003 (or latest), Class-VIII Medium Coating of Zinc Nominal Weight120 grams/M2 |
| 11 | Passenger Seat | As per AIS-023, Bus Code & BIS Standards. For MS components Assembly 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%. |
| 12 | Marine Board / other | BIS: 710-1976 (or latest) IS:5509-2000 (or latest) for Flammability. |

12. INSPECTION OF BUSES AT DESTINATION STATION

On receipt of Buses at the place of delivery, these shall be jointly inspected by the supplier and the Authority for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, if any, shall be noted and the supplier shall initiate immediate action for making good the same under advice from Authority within mutually agreed time period. Any delay commissioning of these buses due to any such reason shall be to supplier's account and shall be dealt with by the Authority as per Conditions of the Contract. Bidder should make necessary arrangements for inspection e.g. transportation & accommodation and also its expenses should be borne by bidder.

13. Warranty

13.1.1 Contractor shall be responsible for failure of Buses or Chassis provided in these buses due to defective design, material or workmanship, for a period Specified herein the document individually for each Bus from the date of issuance of Final Acceptance Certificate. The rectification/ replacement of failed components/ equipment shall have to be undertaken by Bidder free of charge at their service station at kota / depot. The Bidder shall collect the failed and defective components/ equipment from Authority site and send them to the works of the Bidder at his cost and responsibility. This shall be arranged directly by the Bidder or his representative.

Further, should any design modification be required to be made in any assemblies such as engine, catalytic converter, self-starter, alternator, ECU, transmission, air suspension, front axle, rear axle, steering, electronic destination boards of the buses, pneumatically operated doors etc., the period of warranty would commence from the date of registration of the bus by RTO.

13.1.2 All defective works are liable to be demolished, rebuilt and defective materials replaced by the Contractor at his own cost. In the event of such works being accepted by carrying out repairs etc. as specified by the Engineer, the cost of repairs shall be borne by the Contractor.

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

13.1.4 The Bidder shall be responsible for any defect from the date of handover of buses to the Authority as following;

- a. Bus Chassis, Body, ITMS System & CCTV System shall have a manufacturer's warranty for minimum 2,00,000 km or 2 years whichever is later from the date of issuance of Final Acceptance Letter
- b. IT systems for 2 years
- c. CCTV and Emergency button for 2 years
- d. **Life of Vehicle:** 8 lakh kms. or 12 years, whichever is earlier.

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

13.1.6 The Bidder shall assure the repair of Bus with the timelines as per the Table below:

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

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

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. DEFECT LIABILITY PERIOD:

- 15.1 Contractor is responsible for repairing or rectifying defects that appear in the works during this period. The period commences soon after the completion certificate issued by KSCL of the works be one year. It will be contractor's responsibility for the mortality replacement of damaged parts etc. with the same specification. The contractor shall make adequate arrangements at its own cost and expense to make available all spares for maintenance of buses. During these period contractor's responsibility includes but not limited to;

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

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

the Contractor at his cost for investigating defects and failures and carrying out modifications as and when required during the warranty period.

15.1.3 Provide four fully free Comprehensive Services during the defect liability period of One year. After that paid services shall be done at workshop in Kota itself. Also, all repairing and maintenance facility shall be available at Kota during and after defect liability period.

15.2 Damage to Buses due to Vandalism

15.2.1 In the event any damages to or need for repair of the Buses arises during the Contract Period on account of Vandalism, the Contractor shall be required to make good such damages and carry out such repairs so as to bring it/ them to the original condition to the extent possible. The Contractor shall claim re-imbusement of cost, after deducting the insurance proceeds, if any received, for such repair and rectification from the Authority, in accordance with the manner specified below;

15.2.2 For claiming the cost incurred, the Contractor shall send a written request to the Authority specifying the amount payable. In the event, the Authority fails to pay the same within 15 (fifteen) days from the date of receipt of the aforesaid request from the Contractor, the Contractor shall be entitled to seek payment of the amount in question along with interest of Bank Rate plus 2% (two percent) per annum up to a period of 45 (forty-five) days to be reckoned from the date of receipt of such request from the Contractor;

15.2.3 For the purpose of this clause, " Vandalism" is defined as destroying or damaging Buses deliberately and/or for no reasons attributable to act of omission or breach of obligation of the Contractor by the persons other than the employee or sub-contractor of the Contractor;

15.2.4 Provided however, damage to Bus or any part thereof, or Bus Depot due to regular wear and tear, or breach of maintenance obligations or any other obligations by the Contractor and/ or due to any act of omission/commission by the Contractor shall not be considered within the scope of definition of Vandalism as defined herein and shall be the liability of the Contractor. In such cases, the repair, servicing and rectification shall be undertaken by the Contractor at its own cost to the satisfaction of the Authority.

16. Fuel Efficiency norms

16.1.1 During Warranty Period – 3.15

16.1.2 After Warranty Period upto 8 years operation - 3.0 (3.15 - 5%)

16.1.3 More than 8 years to 7.5 lakhs Kms. or 12 years of operation whichever is later - 2.95 (3.15 - 7%)

| PROVISIONAL RECEIPT CERTIFICATE | | | | |
|--|--|--|--|-----------------|
| (FULLY BUILT ----- BUS) | | | | |
| Name of the Bus Manufacturer: | | | | |
| Chassis No. | | | | |
| Type of Bus: -----Bus | | | | Date of receipt |

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

- 1) Shortage of Loose Items, if any: -
- 2) Shortage of Documents, if any: -
- 3) Visual Inspection Report (damage/ defect/ discrepancies occurred during transit of Bus

and the same is to be rectified by M/s _____ before offering for final inspection): -

Signatures of the Authorized Representative Received/Inspected by - (Authority to specify)
of Bus Manufacturer

FINAL ACCEPTANCE CERTIFICATE

(Fully Built ----- Bus)

Ref. No.

Name of the Bus Manufacturer:

Chassis No.

Type of Bus:

Dated:

Place of Final Inspection:

Engine No.

Date of receipt

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

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

Signatures of the Authorized representative

Inspected by ---- (Authority to specify)

of the Bus Manufacturer

17.0 Use of Provisional Sum

In respect of every provisional sum the Engineer in charge shall have authority to issue instructions for the execution of work or for supply of goods, materials, plant or services by the contractor.

The Provisional Sum is reimbursable to contractor towards the expenses occurred for registration of buses, Road Tax, Comprehensive Insurance for one year and any other if required

A handling fee of 5% (Five percent) of provisional sum (Paid) shall be payable to the Contractor on the actual cost of any approved expenditures under as Provisional Sum items.

Section - IV
General Conditions
of Contract (GCC)

3. General Conditions of Contract(GCC)

3.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India

3.2. Project Implementation Schedule, Deliverables and Payment Terms

3.2.1. Deliverables & Payment Schedule

The Completion period should be 6 months only as per the schedule given below:

1. 25% of the Contract Value (excluding provisional sum) within 30 days of issuance of Purchase Order by the bidder on Submission of Bank Guarantee equal to 100% of the amount of First part.
2. 25% of the Contract Value (excluding provisional sum) within 30 days of date approval of the Prototype Bus on Submission of Bank Guarantee equal to 100% of the amount of Second part.
3. 40% of the Contract Value (excluding provisional sum) of Buses delivered within 20 days from the date of delivery of Buses and issuance of Provisional Acceptance Certificate by the Authority.
4. 10% of the Value of Buses delivered within 10 days from the issuance of Provisional Certificate the Final Acceptance Certificate
5. Running account (RA) bill to be raised monthly basis only

The amounts of guarantees and the payment schedule are presented below:

1. Performance bank guarantee (PBG) amount in indian rupees equivalent to 05% of the Contract Value (excluding provisional sum) shall be deposited in the form of bank guarantee in prescribed format to the procuring entity within 15 days from the date of issuing of letter of acceptance (LOA).
2. On issuance Completion of DLP, the procuring entity will release the PBG equivalent to the 05% amount of contract value with in 60 days.
3. Performance bank guarantee (PBG) shall be refunded within 60 days after the satisfactory completion of the Defect Liability Period.

3.2.2. Payment Terms

1. Payments shall be made. As mentioned in clause 3.2.1 above.
2. The Bidder's request(s) for payment shall be made to the procuring entity in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted and upon fulfillment of other obligations stipulated in the contract.
3. Payments shall be made promptly by the procuring entity within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality work and Verification by the procuring entity's Official of the conformity of the Goods/Products/work as per the agreed specifications.
4. Payment shall be made in Indian Rupees by RTGS / NEFT direct to the bank account of the contractor.
5. All remittance charges shall be borne by the Successful Bidder.
6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
7. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this tender document, shall be deducted from the due payments of the respective milestones.

8. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations

3.3. Confidential Information

procuring entity and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

The Successful Bidder shall not use the documents, data, and other information received from procuring entity for any purpose other than the services required for the performance of the Contract.

3.4. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed 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 Successful Bidder has there by been affected in the performance of any of its obligations under the Contract.

3.5. Force Majeure

- a) The Successful Bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of procuring entity in its so veering capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Successful Bidder shall promptly notify procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by procuring entity in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.6. Settlement of Disputes

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.

3.7. Extensions of Time

- 1. If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify procuring entity in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, procuring entity shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.

2. Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in procuring entity, unless an extension of time is agreed mutually.

3.8. Termination

1. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as procuring entity may have subsequently approved in writing.
2. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
3. If, in the judgment of procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
4. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
5. If the Successful Bidder submits to the procuring entity a false statement which has a material effect on the rights, obligations or interests of procuring entity.
6. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to procuring entity.
7. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, procuring entity may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. procuring entity may decide to give one chance to the Successful Bidder to improve the quality of the services.
8. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
9. If procuring entity, in its sole discretion and for any reasons what so ever, decides to terminate this Contract.
10. In the event procuring entity terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, procuring entity may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to procuring entity for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

3.9. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 3.8, the procuring entity shall make the following payments to the Successful Bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the procuring entity may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the procuring entity. Applicable under such circumstances, upon termination, the procuring entity may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to procuring entity within 30 days of termination date.

3.10. Assignment

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, procuring entity, at its discretion and without any prior notice to Successful Bidder, may

discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

3.11. Other Conditions

- a) The Successful Bidder should comply with all applicable laws and rules of GoI/GoR/ULB.
- b) Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with procuring entity or its allied Offices.
- c) CEO, KSCL reserves the right to withdraw / relax any of the terms and condition mentioned in the tender document, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

3.12. Risk Purchase

- a) In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the CEO, KSCL reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

3.13 Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the KSCL and the bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.14 Eligible Goods and Related Services

For purposes of this Clause, the term goods include commodities, raw material, machinery, equipment, and industrial plants; and related services, such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance are bidder responsibility without any additional cost.

3.15 Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term in writing means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State / the Country (India), unless otherwise specified in the contract.

3.16 Bidder's/ Selected Bidder's Responsibilities: The Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and / or contract.

3.17 KSCL's Responsibilities

Whenever the supply of goods and related services requires that the Bidder obtain permits, approvals, and import and other licenses from local public authorities, the KSCL shall, if so required by the Bidder, make its best effort to assist the Bidder in complying with such requirements in a timely and expeditious manner.

3.18 Contract Price

The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract. Prices charged by the Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

3.19 Terms of Payment

The Bidder's request for shall be made to the KSCL in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted and upon fulfilment of all the obligations stipulated in the Contract.

3.20 Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the KSCL by the Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the KSCL directly or through the Bidder by any third party, including Bidders of materials, the copyright in such materials shall remain vested in such third party.

3.21 Insurance

The Goods supplied under the Contract shall be fully insured, against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the Bidder and KSCL will not be required to pay such charges if incurred. The goods will be delivered installed and commissioned FOR destination in perfect condition.

3.22 Transportation

The bidder shall be responsible for the proper packing to avoid damage under normal conditions of any mode of transportation and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking / inspection of the material by the Consignee. No extra cost on such account shall be admissible.

3.23 Inspection

The supplier shall intimate at least 15 days in advance about the readiness of material to commensurate with the delivery schedule for getting material inspected. The procuring entity at its discretion may waive the inspection or depute inspecting officer to test/examine and inspect the material at the supplier's works of the ware house/factory. Such inspection and acceptance for dispatch shall not however relieve the supplier from entire responsibility for supplying the material conforming to the requirements of the order nor shall it be in prejudice to any claim because of defective or unsatisfactory materials.

3.24 Rejection

- a) Articles / Goods not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) The rejected articles / goods shall be removed by the Bidder/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

3.25 Liquidated Damages/Penalty for delay:

In case of extension in the delivery and/or installation/completion/commissioning period is granted with penalty / liquidated damages, the recovery for the un-finished work on pro-rata basis, shall be made on the basis of percentages of value of goods and work which the bidder has failed to complete as in the Bid Document:

- a. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- b. The maximum amount of liquidated damages shall be 10% for the unfinished work.
- c. The percentage refers to the payment due for the associated unfinished work.
- d. The LD shall be levied if delay is attributable to the Bidder only.
- e. In case of any failure by the Tenderer to complete the work within the period specified security deposit will stand forfeited automatically.
- f. The Procuring Entity, or any one duly authorized by him shall have power to reject any such goods or materials which is not in order as per the specification and sample approved. Bidder should bear the cost of replacement.
- g. Expenses attending the replacement inspection shall be recoverable by the KSCL, from the qualified bidder subject to force majeure conditions will be levied and will be deducted from the payment. Besides, such performance may entail black listing of the company.

The KSCL reserves the right to cancel the contract at any time by giving one-week notice if it feels that the Firm has not met the prescribed criteria or has violated any terms and conditions of this tender.

3.26 Limitation of Liability: Except in cases of gross negligence or willful misconduct: -

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to the KSCL.
- b) The aggregate liability of the Bidder/selected bidder to the KSCL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the bidder to indemnify the KSCL with respect to patent infringement.

3.27 Change in Laws & Regulations: Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) 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 Bidder 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, if the same has already been accounted for in the price adjustment provisions where applicable.

3.28 Termination

a) Termination for Convenience

Kota Smart City Limited, by a written notice of at least 07 days sent to the bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the KSCL's convenience, the extent to which performance of the bidder under the Contract is terminated, and the date upon which such termination becomes effective.

3.29 Settlement of Disputes by Dispute Resolution Board.

The procedure of reference of disputes to the Dispute Resolution Board and its functioning shall be as per Annexure E.

3.30 Jurisdiction

All legal disputes, which may arise, shall be within the jurisdiction of Kota

Section – V

CONTRACT FORMS

Letter of Acceptance

[on letterhead paper of the Procuring Entity]

No.

Dated

To: ***[name and address of the Contractor]***

Subject: ***[Notification of Award for the Works]***

This is to notify you that your Bid dated ***[date]*** for execution of the ***[name of the contract and identification number, as given in the Contract Data]*** for the Accepted Contract Amount of the equivalent of ***[amount in numbers and words and name of currency]*** , as corrected and modified in negotiations and in accordance with the Instructions to Bidders has been accepted by ***[designation of the Procuring Entity]*** The date of commencement and completion of the Works shall be:.....

You are requested to furnish the Performance Security/ Performance Security Declaration within Days in the form given in the Contract Forms for the same for an amount equivalent to Rupees within days of notification of the award valid up to 60 days after the date of expiry of AMC, if applicable, and sign the Contract, failing which action as stated in sub-section 2 of section 42 of the Rajasthan Transparency in Public Procurement Act, 2012 and Instructions to Bidders shall be taken.

Authorized Signature:

Name and Title of Signatory: Chief Executive Officer, KSCL, Kota.

Designation:

Contract Agreement

THIS AGREEMENT made theday of,, between the [**Kota Smart City Limited**] (hereinafter

“the Procuring Entity”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part, and

[**name of the Contractor**] (hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the Procuring Entity desires that the Works known as [name of the Contract] should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ----- in the form of -----(For Kota Smart City Limited)

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) Notice to Proceed
 - b) the Letter of Acceptance;
 - c) the Bid
 - d) the Addenda and Corrigendum
 - e) the Special Conditions
 - f) the General Conditions
 - g) the Specifications;
 - h) the Drawings;
 - i) Instructions to Bidders and Notice Inviting Bids
 - j) the Priced Bill of Quantities and
 - k) The Schedule of Supplementary information,
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein and maintain the Works for a period of 1 years in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein

And maintain the Works for a period of one years, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by

Signed by.....

for and on behalf of KSCL

for and on behalf the Contractor

(Chief Executive Officer)

in the presence of

in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature,

Address, Date

3. Performance Security

Performance Security

..... **[Bank's Name, and Address of Issuing Branch or Office]**

Beneficiary: [Name and Address of Procuring Entity (Chief Executive Officer, Kota Smart City Limited, Kota)

Date: Performance Guarantee No.:

..... We have been informed that . . . **[name of the Contractor]** . . . (hereinafter called "the Contractor") has entered into Contract No. . . . **[reference number of the Contract]** . . . dated with you, for the execution of **[name of contract and brief description of Works]** . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we . . . **[name of the Bank]** . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* . . . **[amount in figures]** (Rupees..... **[amount in words]** . . .) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the . . . Day of . . ., **, and any demand for payment under it must be received by us at this office on or before that date.

.....

Seal of Bank and Authorised Signature(s)

*** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract**

**** Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.**

Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

1. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

4. Performance Security Declaration

Form of Performance Security Declaration

Date: _____ *[insert date (as day, month and year)]*

Contract Name and No.: _____ *[insert name and number of Contract]*

To: _____ *[insert Designation and complete address of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for _____ *[insert name of subject matter of procurement].*

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of 44 months *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare Bidder in eligible to be awarded a Contract if the performance Security Declaration is to be executed]* starting on the date that we receive a notification from you, the **CEO,KSCL** *[Designation of the Procuring Entity]* that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

[insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Performance Security Declaration]

Name: _____

[insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____

[insert complete name and address of the Bidder]

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal _____

Annexure A: Compliance with the Code of integrity and No Conflict of interest

Any person participating in a procurement process shall –

- a. Not offer any bribe reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or otherwise influence the procurement process;
- b. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d. Not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. Not obstruct any investigation or audit of a procurement process;
- g. Disclose conflict of interest, if any; and
- h. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity at state, National and International Level.

Conflict of interest:

The Bidder participating in a bidding process must not have a conflict of interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with palpable laws and regulations.

i A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or services that are the subject of the Bid; or
- g. The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Signature of Tenderer with seal

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ----- for procurement of -----
----- in response to their Notice inviting Bids No. ----- Dated -----

-----I/we hereby declare under section 7 of Rajasthan Transparency in public
procuring Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the state Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receiver shop, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition:

Date: signature of bidder

Place: Name

Designation:

Address:

Signature of Tenderer with seal

Annexure C: Grievance Redressal during Procurement Process

The designation and address of First Appellate Authority is -----

The designation and address of Second Appellate Authority is -----

Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission

of the procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be. Clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity Evaluates the Technical Bids before the opening of the Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

The officer whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be may file a second appeal to second Appellate authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (3) or of the date of receipt of the order passed by the First Appellate Authority as the case may be.

Appeal not to lie in certain cases

No appeal shall lie against any decision of the procuring Entity relating to the following matters, namely: -

Determination of need of procurement;

Provisions limiting participation of Bidders in the Bid process;

The decision of whether or not to enter into negotiations;

Cancellation of a procurement process;

Applicability of the provisions of confidentiality.

Form of Appeal

An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Signature of Tenderer with seal

Every appeal may be presented to first Appellate Authority or second Appellate Authority, as the case may be, in person or through registered post or

Authorised representative.

Fee for filing appeal

Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non –refundable.

The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled Bank in India payable in the name of appellate Authority concerned.

Procedure for disposal of appeal

The First Appellate Authority or second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

On the date fixed for hearing, the First Appellate Authority or second Appellate

Authority, as the case may be, shall –

Hear all the parties to appeal present before him; and

Peruse or inspect documents, relevant records or copies thereof relating to the matter.

After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Signature of Tenderer with seal

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. ----- of -----

Before the ----- (First/second Appellate Authority)

1. Particulars of appellant:

I. Name of the appellant:

II. Official address, if any:

III. Residential address:

2. Name and address of the respondent (s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented

By a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of----- appeal-----

(supported by an affidavit)

7.

Prayer:

Place -----

Date -----

Appellant's signature

Signature of Tenderer with seal

Annexure D: Additional Conditions of contract

1. Correction of arithmetical errors

Provided that a financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

I. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which

case the total price as quoted shall governs and the unit price shall be corrected

II. If there is an error in a total corresponding to the addition or subtraction of

Subtotals the subtotals shall prevail and the total shall be corrected:

III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities

I. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices. Or other terms and conditions of the Bid and the conditions of contract.

II. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50 % of the value of Goods of the original contract and shall be. Within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

Signature of Tenderer with seal

Annexure E: Dispute Resolution during Execution of the Contract

1.1 Dispute

Disputes are germane to any contract. A 'dispute' implies an assertion of a right or a claim by one party and repudiation thereof by the other party, either expressed or implied, and may be by words or by conduct. A mere 'difference' is not necessarily a dispute; when the parties fail to resolve it, the difference culminates in dispute.

1.2 Dispute Resolution in a Construction Contract

Since arbitrations are fairly time consuming, it is always advisable to sort out the disputes mutually through the mechanism of adjudication through Dispute Resolution Board (DRB), which is a sort of voluntary arbitration. Arbitration can be resorted to if the adjudication decision is not forthcoming or is not acceptable to any party. For dispute resolution following procedure will be followed:

2.1 Dispute Resolution Board (DRB)

- (a) A formal Sub-Clause of obtaining dispute resolution through DRB will be inserted in the Conditions of the Contract. A separate Dispute Resolution Agreement will also be drawn up, detailing therein provisions like: Eligibility of Members, date of commencement, manner of entry on the reference by the Members and their resignation; obligation of the Members, the Procuring Entity and the Contractor; terms of payment (monthly retainer ship fee, daily fee for travel & site visits, out-of-pocket expenses); manner of sharing the fees and expenses and of making payments; arrangements of site visits and their frequency; conduct of hearings; termination/ phasing out the activities of DRB; default of the Member, and action to be taken in case of dispute in relation to DRB Agreement, etc.
- (b) DRB should be put in place within one month of Letter of Acceptance.
- (c) The DRB for all projects costing more than Rs 10 crore will comprise of three Members, one each to be appointed by the Procuring Entity and the Contractor and approved by the other. The third Member, who will also act as the presiding Member, will be selected by the first two Members and approved by the parties. If either of the first two Members is not so selected and approved, or the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation (Chairman, etc.) (concerned in other cases).
- (d) The Members to be appointed shall be out of a panel maintained by the Department/ Organisation concerned and should be experienced in the type of construction involved and/ or finance and accounts and/ or contractual documents. They should be persons of repute and integrity.
- (e) If any dispute that arises at any stage between the Procuring Entity and the Contractor in connection with, or arising out of the Contract or the execution of the Works, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, should be settled amicably. If the dispute remains unsettled, it shall be referred to the DRB.
- (f) Both parties shall promptly make available all information, access to the Site, and appropriate facilities, as the DRB may require for the purposes of making a recommendation on such dispute.
- (g) Within 56 days after receiving such reference, or within such other period as may be proposed by the DRB and approved by both parties, the DRB shall give its recommendation with reasons. The recommendation shall be binding on both parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been

abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

- (h) If either party is dissatisfied with the recommendation, then either party may, within 28 days after receiving the recommendation, or if the DRB fails to give its recommendation within 56 days)or as otherwise approved(, within 28 days after the said period of 56 days has expired, give notice to the other party, with a copy to the Engineer-in-Charge, of its intention to commence arbitration proceedings.
- (i) If the DRB has given its decision within the stipulated period, and no notice of intention to commence arbitration as to such dispute has been given by either party within 28 days of the said decision, then the decision of DRB shall become final and binding.

3.0 Arbitration

- (a) Any dispute in respect of which the recommendations)if any(of DRB has not become final and binding, shall be finally settled by arbitration in accordance with the Indian' Arbitration and Conciliation Act, 1996, or any statutory amendment thereof
- (b) The Arbitral Tribunal will comprise three Members, one each to be appointed by the Procuring Entity and the Contractor. The third Member, who will also act as the presiding Member, will be appointed by mutual consent of the first two Members. If the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation)Chairman, etc.(concerned in other cases.
- (c) The Tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer-in-Charge, and any decision of the DRB, relevant to the dispute
- (d) Neither party shall be limited in the proceedings before the Tribunal to the evidence or arguments previously put before the DRB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.
- (e) Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer-in-Charge and the DRB shall not be altered by reason of any arbitration being conducted during the progress of the Works

4.0 Language

All proceedings before DRB/ arbitral tribunal shall be in the Language of the Contract/ English.

5.0 Terms and conditions for engagement of DRB Member and Chairman

The terms and conditions including the remuneration and other facilities to be given to the Members of DRB and Arbitrators in case of civil engineering construction contracts/ consultancies shall be as notified by the State Government from time to time. Each Party to the Contract)the Contractor/Consultant(shall be responsible for paying one-half of the remuneration. Since the fee structure has to be agreed by both the parties i.e. Procuring Entity and Contractor/ Consultant, the fee structure may also be got accepted by the respective Contractor/ Consultants. In the contracts, the fee structure maybe included as part of the bidding documents/ contract documents and the acceptance of the fee structure by the Contractors/ Consultants may be kept as a pre-condition for signing the Contract.