REQUEST FOR PROPOSAL (RFP) for
Design, Manufacture, Supply and Commissioning of 12m AC Low Floor Fully Built Electric Buses for Gorakhpur, Uttar Pradesh

January, 2020

Directorate of Urban Transport Room No.317, 3rd Floor Urban Training & Research Centre & Directorate of Local Bodies Sector - 7, Gomti Nagar Extension, Lucknow: 226 010
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1 DISCLAIMER

The information contained in this Request for Proposal (the “RFP”) document or subsequently provided to the Bidders, whether in documentary or any other form by or on behalf of the Directorate of Urban Transport, Government of Uttar Pradesh (“Authority”) or any of their employees or advisors, is provided to Bidders, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “Bid”). This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

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

The Authority reserves the right not to proceed with the Purchase or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons or entities submitting a Bid.
2  DEFINITIONS AND INTERPRETATION
The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning ascribed thereto herein and the words and expressions defined in the Annexures and used therein shall have the meaning ascribed thereto in the Annexures.

2.1  Definitions
2.1.1  In this RFP, the following words and expressions shall, unless repugnant to the context or meaning thereof, them hereunder respectively ascribed to

<table>
<thead>
<tr>
<th>Definition</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Applicable Law”</td>
<td>means all laws, brought into force and effect by Government of India or the State Government or the Local Government including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract.</td>
</tr>
<tr>
<td>“Authority”</td>
<td>means the Directorate of Urban Transport, Government of Uttar Pradesh</td>
</tr>
<tr>
<td>“Authority’s Premise”</td>
<td>means the location at which the Buses shall be delivered as per the instruction of the Authority</td>
</tr>
<tr>
<td>“Arbitration Act”</td>
<td>means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time</td>
</tr>
<tr>
<td>“Authority’s Representative”</td>
<td>means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Contract and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Contract</td>
</tr>
<tr>
<td>“Bank”</td>
<td>means a Nationalised Bank or a Scheduled Bank incorporated in India and having a minimum Net worth of Rs. 1,000 crore (Rupees one thousand crore). For the avoidance of doubt, Scheduled Bank shall mean a Bank as defined under section 2(e) of the Reserve Bank of India Act, 1934</td>
</tr>
<tr>
<td>“Bid”</td>
<td>means the documents in their entirety comprised in the bid submitted by the Selected Bidder in response to the Request for Proposal in accordance with the provisions thereof and “Bids” shall mean the bids submitted by any and all Eligible and Qualified bidders;</td>
</tr>
<tr>
<td>“Bidder”</td>
<td>shall have the meaning as set forth in Clause 4.2.2.</td>
</tr>
<tr>
<td>“Bid Due Date”</td>
<td>shall have the meaning as set forth in Clause 3.2.2</td>
</tr>
<tr>
<td>“Bid Evaluation Committee”</td>
<td>shall have the meaning as set forth in Clause 5.1.3</td>
</tr>
<tr>
<td>“Bidding Process”</td>
<td>shall have the meaning as set forth in Clause 3.3.2</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>&quot;Bid Security&quot;</td>
<td>shall have the meaning as set forth in Clause 4.21.1</td>
</tr>
<tr>
<td>&quot;Bus&quot;</td>
<td>means Fully Built 12m AC Electric Low Floor Buses complying with Standards and Technical Specifications as detailed in Schedule 2</td>
</tr>
<tr>
<td>&quot;Specifications/Technical Specifications&quot;</td>
<td>shall mean the specifications of the Buses including but not limited to design, power, ITS and other details as specified in Schedule 2.</td>
</tr>
<tr>
<td>&quot;Change in Law&quot;</td>
<td>means the occurrence of any of the following after the Bid Due Date:</td>
</tr>
<tr>
<td></td>
<td>a) the enactment of any new Indian law;</td>
</tr>
<tr>
<td></td>
<td>b) the repeal, modification or re-enactment of any existing Indian law;</td>
</tr>
<tr>
<td></td>
<td>c) the commencement of any Indian law, which has not entered into effect until the Bid Due Date;</td>
</tr>
<tr>
<td></td>
<td>d) a change in the interpretation or application of any Indian law, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Due Date; or</td>
</tr>
<tr>
<td></td>
<td>e) any change in the rates of any of the Taxes that have a direct effect on the Contract;</td>
</tr>
<tr>
<td>&quot;Conditions of Eligibility&quot;</td>
<td>shall have the meaning as set forth in Clause 4.2.1</td>
</tr>
<tr>
<td>&quot;Conflict of Interest&quot;</td>
<td>shall have the meaning as set forth in Clause 4.2.2 (b)</td>
</tr>
<tr>
<td>&quot;Contract&quot; or &quot;Agreement&quot;</td>
<td>means this Contract, its Recitals, the Schedules and Annexures hereto and any amendments thereto made in accordance with the provisions contained in this Contract;</td>
</tr>
<tr>
<td>&quot;Contractor&quot;</td>
<td>shall have the meaning as set forth in Clause 3.2.1</td>
</tr>
<tr>
<td>&quot;Contract Period&quot;</td>
<td>shall have the meaning as set forth in Clause 8.2.2</td>
</tr>
<tr>
<td>&quot;Cure Period&quot;</td>
<td>means the period specified in this Contract for curing any breach or default of any provision of this Contract by the Party responsible for such breach or default and shall:</td>
</tr>
<tr>
<td></td>
<td>a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;</td>
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<tr>
<td></td>
<td>b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Contract; and</td>
</tr>
<tr>
<td></td>
<td>c) not in any way be extended by any period of Suspension under this Contract; provided that if the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord its approval;</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>“Designs” or “Drawings”</td>
<td>means all of the drawings, designs, calculations and documents pertaining to the Buses as set forth in Schedule 3;</td>
</tr>
<tr>
<td>“Directorate”</td>
<td>means Directorate of Urban Transport, Government of Uttar Pradesh</td>
</tr>
<tr>
<td>“Dispute”</td>
<td>shall have the meaning ascribed to it in Clause 8.14.1 of this Contract.</td>
</tr>
<tr>
<td>“Eligibility Criteria”</td>
<td>shall have the meaning as set forth in Clause 4.2.3</td>
</tr>
<tr>
<td>“Eligible Bidder”</td>
<td>shall have the meaning as set forth in Clause 5.4.1</td>
</tr>
<tr>
<td>“Execution Date”</td>
<td>shall mean and refer to the date of signing of this Contract</td>
</tr>
<tr>
<td>“Expiry Date”</td>
<td>shall have the same meaning as provided in Clause 8.2.2 of this Contract</td>
</tr>
<tr>
<td>“Event of Default”</td>
<td>shall have the same meaning as provided in Clause 8.11.6 &amp; 8.11.7 of this Contract</td>
</tr>
<tr>
<td>“Financial Bid”</td>
<td>shall have the meaning as set forth in Clause 3.3.3</td>
</tr>
<tr>
<td>“Financial Capacity”</td>
<td>shall have the meaning as set forth in Clause 4.2.3</td>
</tr>
<tr>
<td>“Force Majeure” or “Force Majeure Event”</td>
<td>shall have the same meaning as provided in Clause 8.10 of this Contract</td>
</tr>
<tr>
<td>“Government”</td>
<td>means the “Government of Uttar Pradesh (GoUP) or “Government of India (GoI)” as is relevant in the context</td>
</tr>
<tr>
<td>“Good Industry Practice”</td>
<td>means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Contractor engaged in the same type of undertaking as envisaged under this Contract and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Contract, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;</td>
</tr>
<tr>
<td>“Intellectual Property”</td>
<td>means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, geographical indicators, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;</td>
</tr>
<tr>
<td>“Invoice”</td>
<td>shall have the meaning as set forth in Clause 8.8.1;</td>
</tr>
<tr>
<td>“INR, Rs.”</td>
<td>Indian Rupee(s)</td>
</tr>
<tr>
<td>“ITMS”</td>
<td>means Intelligent Transit/Transport Management System, which is in compliance with the UBS II Specifications. The ITMS System includes Passenger</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<td>-------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>LoA</td>
<td>Letter of Award</td>
</tr>
<tr>
<td>&quot;Manufacturing Premises&quot;</td>
<td>means the location of the manufacturing factory at which the Buses shall be manufactured.</td>
</tr>
<tr>
<td>“Material Adverse Effect”</td>
<td>means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either Party;</td>
</tr>
<tr>
<td>“Material Breach”</td>
<td>means a breach by either Party of any of its obligations under the Contract which has or is likely to have a Material Adverse Effect on the completion of the Work, and which such Party has failed to cure.</td>
</tr>
<tr>
<td>“Performance Security”</td>
<td>shall have the same meaning as provided in Clause 8.4.1 of this Contract.</td>
</tr>
<tr>
<td>“PIS”</td>
<td>means Passenger Information System whereby and where under passengers shall be informed, inter alia, of approaching Bus stops and other details inside the buses/on Bus stops waiting for a Bus.</td>
</tr>
<tr>
<td>“RFP”</td>
<td>means this Request for Proposal document issued by Directorate of Urban Transport, for the purposes of selecting an Contractor on a competitive bidding basis.</td>
</tr>
<tr>
<td>“RFP Document”</td>
<td>shall have the meaning as set forth in Clause 3.2.2</td>
</tr>
<tr>
<td>“Scope of Works”</td>
<td>shall have the same meaning as provided in Clause 8.3.1 of this Contract.</td>
</tr>
<tr>
<td>“Selected Bidder”</td>
<td>means the bidder who has been selected by the Authority pursuant to competitive bidding process pursuant to the RFP.</td>
</tr>
<tr>
<td>Statutory Auditor</td>
<td>An Auditor appointed under Applicable Laws</td>
</tr>
<tr>
<td>“Taxes”</td>
<td>means any Indian taxes including the goods and services tax, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or Local)</td>
</tr>
</tbody>
</table>
local) on the goods, materials, equipment and services incorporated in and forming part of the Work, which are charged, levied or imposed by any Authority Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

<table>
<thead>
<tr>
<th>Technical Bid</th>
<th>shall have the meaning as set forth in Clause 3.3.3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Capacity</td>
<td>shall have the meaning as set forth in Clause 4.2.3</td>
</tr>
<tr>
<td>“Termination”</td>
<td>means the early termination of the Contract pursuant to Termination Notice or otherwise in accordance with the provisions of the Contract but shall not, unless the context otherwise requires, include expiry of the Contract from the Execution Date due to efflux of time in the normal course.</td>
</tr>
<tr>
<td>“Termination Date”</td>
<td>means the date specified in the Termination Notice as the date on which Termination occurs.</td>
</tr>
<tr>
<td>“Termination Notice”</td>
<td>means the notice of Termination by either Party to the other Party, in accordance with the Contract.</td>
</tr>
<tr>
<td>“Third Party”</td>
<td>means any Person other than the Authority and the Contractor</td>
</tr>
</tbody>
</table>

2.2 **Measurements and Arithmetic Conversions**

2.2.1 All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down; provided that the drawings, engineering dimensions and tolerances may exceed 2 (two) decimal places as required.

2.3 **Priority of Contracts, Clauses and Schedules**

2.3.1 This Contract, and all other Contracts and documents forming part of or referred to in this Contract are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Contract, the priority of this Contract and other documents and Contracts forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

a) this Contract; and  
b) Annexures to the Contract;  
c) RFP No. 02/UTD/2019-2020 dated [____________] in its entirety  
d) Addendum and Response to Queries  
e) Bid submitted by the Selected Bidder  
f) Performance Security  
g) LOA dated [____________]  
h) Any amendment or clarification agreed to between the Parties whether by way of letters or Contracts.

2.4 **Interpretation**

2.4.1 In this Contract, unless the context otherwise requires:

a) Words in the singular include the plural and vice-versa.
b) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

c) The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.

d) Wherever date and period are specified in the Contract for completing some formalities/tasks/ documentations etc, the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by the Authority, even if mentioned otherwise anywhere else.

e) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Contract, from time to time be amended, supplemented or re-enacted.

f) References to the word "include" or "including" shall be construed without limitation.

g) References to this Contract or to any other Contract or deed or other instrument shall be construed as a reference to such Contract, deed, or other instrument as the same may from time to time be amended, varied or supplemented.

h) The Schedules to this Contract form part of this Contract and will be in full force and effect as though they were expressly set out in the body of this Contract.

3 INTRODUCTION

3.1 Background

3.1.1 The Directorate of Urban Transport (“Authority”), invites Bids from interested Bidders to Design, Manufacture, Supply and Commission two (2) Fully Built 12m AC Electric Low Floor Buses (“Buses”) as per Terms and Conditions and Standards and Technical Specifications as set out in this RFP Document.

3.2 RFP Document

3.2.1 The Selected Bidder, (the “Contractor”) shall be responsible for design, manufacture and supply of Buses in accordance with the provisions of contract (the “Contract”) to be entered into between the Contractor and the Authority in the form provided as part of the RFP Document.

3.2.2 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other Documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “RFP Document”), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 3.4 (the “Bid Due Date”).

3.3 Brief description of the Bidding Process

3.3.1 The RFP shall be available on the e-Tendering website (https://etender.up.nic.in) and may be downloaded by the interested Bidders. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP will be deemed to form part of the RFP Document.
3.3.2 The Authority has adopted a single-stage two-step process (collectively the “Bidding Process”) for selection of the Contractor. Along with the Bid, the Bidder shall pay to the Authority a sum of Rs 5,000 + GST @ 18% (on-line mode through RTGS¹), as the cost of the RFP process. Any Bid not accompanied with RFP Document Fee will be summarily rejected by the Authority as being non-responsive and the bid of such Bidder shall not be evaluated further.

3.3.3 Eligibility of the Bidder shall be first examined based on the details submitted under first step (“Technical Bid”) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial Bid under the second step (“Financial Bid”) shall be opened only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

3.3.4 Interested Bidders are invited to submit their Bid in accordance with the terms specified in this RFP.

3.4 Schedule of Bidding Process
3.4.1 The Authority would endeavour to adhere to the following Bidding Schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Downloading of RFP Documents</td>
<td>January 01, 2020 onwards</td>
</tr>
<tr>
<td></td>
<td><a href="https://etender.up.nic.in">https://etender.up.nic.in</a></td>
</tr>
<tr>
<td>Submission of queries/clarifications</td>
<td>post queries on E-Mail address <a href="mailto:jdutdgoup@gmail.com">jdutdgoup@gmail.com</a> on or before January 13, 2020 upto 15.00 Hrs.</td>
</tr>
<tr>
<td>Nodal Officer</td>
<td>Joint Director, Directorate of Urban Transport Department of Urban Development Urban Training &amp; Research Centre &amp; Directorate of Local Bodies Room No.317, 3rd Floor Sector - 7, Gomti Nagar Extension, Lucknow: 226 010 E-mail id: <a href="mailto:jdutdgoup@gmail.com">jdutdgoup@gmail.com</a> Contact No. 094150 49719 / 09871979370 Web site: <a href="http://uputd.gov.in">http://uputd.gov.in</a></td>
</tr>
<tr>
<td>Opening of Technical Bids</td>
<td>February 04, 2020; 16.00 Hrs. at Conference Hall, Urban Training &amp; Research Centre &amp; Directorate of Local Bodies, Sector-7, Gomti Nagar Extension, Lucknow: 226 010</td>
</tr>
<tr>
<td>Opening of Financial Bid</td>
<td>To be intimated later only to Eligible Bidders</td>
</tr>
<tr>
<td>Letter of Award (LoA)</td>
<td>Within 7 days from opening of Financial Bids</td>
</tr>
<tr>
<td>Signing of Contract</td>
<td>To be finalised with Selected Bidder</td>
</tr>
<tr>
<td>Validity of Bids</td>
<td>90 days of Bid Due Date</td>
</tr>
<tr>
<td>Bid Due Date</td>
<td>February 04, 2020; 15.00 Hrs. IST</td>
</tr>
</tbody>
</table>

3.4.2 The Authority shall endeavour to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises, without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the e-tender portal viz.

¹ Account Name: UP DUTF STATE NODAL ACCOUNT; Account No.: 00000035406635067; Branch: Jawahar Bhawan, Lucknow; Bank Name: State Bank of India; IFS Code: SBIN0006144
4 INSTRUCTIONS TO BIDDERS

4.1 Scope of Bids
4.1.1 Bidders are advised that the selection of Contractor shall be on the basis of an evaluation by the Authority through the Bidding Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Bidding Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

4.1.2 The Bidder shall submit its Bid in the prescribed RFP and manner specified in this RFP. The Technical Bid shall be submitted in the form at Appendix-I and the Financial Bid shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into a Contract with the Authority.

4.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

4.1.4 Any condition or criteria or any other stipulation contained in the Bid shall render the Bid liable to rejection.

4.1.5 This RFP is not transferable.

4.2 Eligibility of Bidders
4.2.1 Bidders must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility shall be considered for evaluation.

4.2.2 To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:
   a) Bidder may be a single entity only, and shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated in India 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) Partnership firm registered under the Indian Partnership Act or a (iii) A LLP incorporated under Limited Liability Partnership Act, 2008/Companies Act 2013 (the “Bidder”).
   b) A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

4.2.3 To be eligible for opening of Financial Bid, a Bidder shall fulfil the following conditions of eligibility (“Eligibility Criteria”):

   Technical Capacity
   For demonstrating technical capacity and experience (the “Technical Capacity”)

   a) The Bidder shall be an Original Electric Bus Manufacturer (“OEM”);
b) OEM shall be a registered Indian Bus Manufacturer having experience in manufacturing of Electric Bus and delivery of at least 10 electric bus for the past three (3) financial years immediately preceding the Bid Due Date. The proof for the same should be enclosed.

c) OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard Electric Bus (100% battery operated) from the designated testing center in India. i.e., CMVR type-approval of at least one model of Electric Bus from CIRT / ARAI / ICAT. The Bidder shall provide list of all such works in the prescribed Format given in Appendix-1: Form 5 of the RFP.

d) The Bidder shall either by himself or through a sub-contractor shall have the experience of setting up Charging Infrastructure. Details of Charging Infrastructure installed along with Work order/Certificates or tie-ups with service provider for installation of Charging Infrastructure to be submitted as Documentary evidences (Appendix-1: Form 6).

All the Charging Infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time.

Financial Capacity
For demonstrating financial capacity (the “Financial Capacity”), the Bidder shall have:

e) Positive Net Worth at the close of the preceding Financial Year;

f) Minimum Average Annual Turnover of Rs 10 (ten) Crore in the immediately preceding last 3 (three) Financial Years;

4.2.4 The Bidder shall not have been blacklisted by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Bid Due Date.

4.2.5 The services of Bidder should not have been terminated by the Authority or any other Government/Semi-Government or Public Authority or Public Institution in India, on account of its poor performance, delay or abandonment of work by the Bidder. If such instance shall be found by the Authority during bid process or period thereafter, then Authority at its sole discretion may reject the Bidder or terminate the Contract.

4.3 Number of Bids and costs thereof
4.3.1 No Bidder shall submit more than one Bid.

4.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.4 Due Diligence
4.4.1 Bidders are encouraged to submit their respective Bids after visiting the Bus Service
Area and ascertaining for themselves the site/local conditions, traffic, location, surroundings, climate, applicable laws and regulations, and any other matter considered relevant by them.

4.5 Acknowledgement by Bidder
4.5.1 It shall be deemed that by submitting the Bid, the Bidder has:
   a. made a complete and careful examination of the RFP;
   b. received all relevant information requested from the Authority;
   c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 4.4 above;
   d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Documents or ignorance of any of the matters referred to in Clause 4.4 hereinabove shall not be a basis for any claim for compensation, damages, etc. from the Authority, or a ground for termination of the Contract;
   e. acknowledged that it does not have a Conflict of Interest; and
   f. agreed to be bound by the undertaking provided by it under and in terms hereof.

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

4.6.2 Without prejudice to the generality of Clause 4.6.1, the Authority reserves the right to reject any Bid if:
   a. at any time, a material misrepresentation is made or discovered, or
   b. the Bidder does not provide, within reasonable time, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then the Authority reserves the right to:
   a. invite the remaining Bidders to match the Lowest Bidder/submit their Bids in accordance with the RFP; or
   b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Processes.

4.6.3 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

4.7 Contents of the RFP
4.7.1 This RFP comprises the Disclaimer set forth hereinabove, the Contract and the contents as listed below and will additionally include any Addendum/Amendment.
issued in accordance with Clause 4.9:

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Schedules

| Schedule 1 | Bank Guarantee for Performance Security (to be submitted by Selected Bidder only after LoA) |
| Schedule 2 | Technical Specifications |
| Schedule 3 | Design and Drawings |

4.8 Clarifications

4.8.1 Bidders requiring any clarification on the RFP may notify the Authority by email at the address provided in the Bidding Schedule. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified. The Authority shall endeavour to respond to the queries at short span of time prior to date mentioned. The responses of queries shall be uploaded on e-procurement portal without identifying the source of queries.

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

4.9 Amendment of RFP

4.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

4.9.2 Any Addendum/Corrigendum issued hereunder shall be uploaded in the e-tender web site.
4.10 Language
4.10.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language.

4.11 Bid Currency
4.11.1 All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

4.12 Format and signing of Bid
4.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the specified formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

4.12.2 The Bid shall be signed by the Authorized Signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

4.12.3 The Bidder shall submit the Technical Bid and Financial Bid online through e-procurement portal [https://etender.up.nic.in](https://etender.up.nic.in) along with supporting documents as appropriate.

**Technical Bid**

a) Appendix-I (Letter comprising the Technical Bid) including Form 1 to 7 and supporting certificates / documents;

b) Copy of Bid Security of required amount in the form of Bank Guarantee in the format at Appendix-I: Form 7 from a Scheduled Bank.

c) Copy of Proof of payment of Rs 5000.00 (Rupees Five Thousand only) + GST as applicable towards RFP Document Fee.

**Financial Bid**

a) Appendix-II: Form 1

4.12.4 The Bidder shall submit the following documents physically:

a) Original Power of Attorney for signing the Bid: Appendix-I Form 3;

b) Original Bid Security in the form of Demand Draft or Bank Guarantee in the format at Appendix-I: Form 7 from a Scheduled Bank.

The documents listed at Clause 4.12.4 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “RFP for Design, Manufacture, Supply and Commissioning of 12m AC Low Floor Fully Built Electric Buses for Gorakhpur, Uttar Pradesh” and shall clearly indicate the name and address of the Bidder and shall be addressed to the Nodal Officer mentioned at Clause 3.4.

4.12.5 If the envelopes is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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2 Refer the instructions for On-line submission of Bid at [https://etender.up.nic.in](https://etender.up.nic.in)
4.13 Bid Due Date
4.13.1 The Bid comprising of the document listed at 4.12.3 of the RFP shall be submitted online through e-procurement portal on or before 1500 hours IST on the Bid Due Date as mentioned in Clause 3.4. Documents listed at Clause 4.12.4 of the RFP shall be physically submitted on or before 1500 hours IST on the Bid Due Date, at the address provided in Clause 3.4 in the manner and form as detailed in this RFP.

4.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.9 uniformly for all Bidders.

4.14 Late Bids
4.14.1 E-procurement portal https://etender.up.nic.in shall not allow submission of any Bid after the prescribed date and time at Clause 4.13. Physical receipt of documents listed at Clause 4.12.4 of the RFP after the prescribed date and time at Clause 4.13 shall not be considered and the bid shall be summarily rejected.

4.14.2 The Authority shall not be responsible for any non-receipt / non submission of any Bid / any documents owing to any technical issue at online web portal. The Bidders are requested to make online submission well in advance.

4.15 Modifications/ substitution/ withdrawal of Bids
4.15.1 The Bidder may modify, substitute or withdraw its e- Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

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

4.16 Submission of Bids
4.16.1 Bid must be submitted online only through e-procurement portal i.e. https://etender.up.nic.in using the digital signature of Authorised Representative of the Bidder on or before Bid Due Date.

4.16.2 The Bidder may submit his Bid online following the instruction appearing on the screen. A Manual containing the detailed guidelines for e-procurement is also available on e-procurement portal.

4.17 Online Opening of Bids
4.17.1 Opening of Bids shall be done through online process.

4.18 Validity of Bids
4.18.1 The Bids shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

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

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

4.21 Bid Security
4.21.1 The Bidder shall furnish as part of its Bid, a Bid Security of Rs 3.00 Lakhs (Rupees Three Lakh only), referred to in Clauses 4.12.3 and 4.12.4 hereinabove in the form of a bank guarantee issued by Nationalised Bank, or a Scheduled Bank in India, in favour of the Authority in the format at Appendix-I: Form 7 (the “Bid Security”) and having a validity period not less than 90 (Ninety) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

4.21.2 Any Bid not accompanied by the Bid Security shall be summarily rejected as non-responsive.

4.21.3 Save and except as provided in Clauses above, the Bid Security of unsuccessful Bidders shall be returned by the Authority, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (Ninety) days from the Bid Due Date.

4.21.4 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Contractor signing the Contract and furnishing the Performance Security in accordance with the provisions thereof.

5 EVALUATION PROCESS

5.1 Opening of Technical Bids
5.1.1 The Authority shall open the Technical Bids received online at the time, date and the place specified in Clause 3.4 and in the presence of the Bidders who choose to attend. Technical Bids of only those Bidders shall be opened online whose documents listed at Clause 4.12.4 of the RFP have been physically received.

5.1.2 The Bidders names and the presence or absence of requisite Bid Security and such other details as the Authority at its discretion may consider appropriate, shall be announced at the opening.

5.1.3 The Bid Evaluation Committee constituted by the Authority (“Bid Evaluation Committee”) will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section.
5.1.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

5.2 Tests of Responsiveness
5.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
   a) Technical Bid is received online as per the format at Appendix-I;
   b) Documents listed at Clause 4.12.4 are received physically;
   c) Technical Bid does not contain any condition or qualification;
   d) it is not non-responsive in terms hereof.

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

5.3 Evaluation Parameters
5.3.1 Assessment of Eligibility Criteria of only those Bidders shall be carried out whose Bids is meeting Condition of Eligibility and uploaded scanned copies of all required documents pursuant to Clauses above.

5.3.2 The Authority shall examine and evaluate the Eligibility Criteria of each Bid upon determining its Condition of Eligibility as per Clause 5.3.1 above.

5.4 Criteria for Evaluations of Financial Bid
5.4.1 Only those Bidder who qualify in Test of Responsiveness and Eligibility Criteria as per criteria given in RFP will be considered for the Financial Bid evaluation (“Eligible Bidder”).

5.4.2 Decision of the Authority in this regard will be final. The Financial Bids of those Bidders who do not qualify shall not be opened. In case of Sole Eligible Bid, necessary approval shall be taken by the Authority from Competent Authority/ies prior opening of its Financial Bid.

5.5 Opening of Financial Bids
5.5.1 The Authority shall inform the time of online opening of the Financial Bids to the Eligible Bidders. The Authority shall online open the Financial Bids in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall prepare a record of opening of Financial Bids.

5.6 Selection of Bidder
5.6.1 The price of the Buses quoted by the Bidder shall be the bid parameter which shall be used for the purpose of evaluation of the Bids and selection of the Selected Bidder in accordance with the terms and conditions of this RFP documents.

5.6.2 Subject to the provisions of the RFP, the Bidder whose Bid is adjudged as responsive in terms of Clause 5.2, who meets the Technical Capacity and Financial Capacity and whose Financial Bid is determined to be the lowest shall be declared as the selected Bidder (the “Selected Bidder”).
5.6.3 The price for Buses shall include complete break-up of Bus prices as provided in the Appendix-II: Form 1. Bids not containing such break-up of prices are liable to be rejected. Government levies/ duties/ taxes on complete Bus as applicable on date of opening of Financial Bids shall be considered for evaluation.

5.6.4 In case there is variation in the statutory levies/taxes during the currency of the Contract, upon furnishing the requisite documents, the same shall be payable at actual as applicable on the date of invoicing of Buses, provided such Buses are delivered as per Delivery Schedule.

5.6.5 In case of the reasons for delay in the delivery of Buses are attributable to the Contractor, any upward revision in the statutory levies shall be payable at the rate prevailing during Delivery Schedule. The Authority shall not be liable to bear such upward revision.

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

5.6.7 The Bidders supplying Buses manufactured by them in India are required to quote prices on “Delivered Duty Paid (DDP) to destination at Authority’s Premises” basis. The term DDP shall mean as defined in prevailing INCOTERMS.

5.6.8 The price quoted for Buses shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the Bidders. In addition, to the price quoted for the Buses, the Bidder shall also provide the cost of Annual Maintenance Contract (AMC) per Bus for a period of 10 years. However, the AMC cost shall not be considered for evaluation of Financial Bid.

5.6.9 In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.

5.6.10 In the course of evaluation, if Authority finds a discrepancy between words and figures quoted, then the amount written in words shall prevail.

5.6.11 In case of the Financial Bid of the Selected Bidder is found seriously unbalanced by the Authority in relation to the Market Rate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Financial Bid, from the Selected Bidder to demonstrate the internal consistency of those prices.

“Market Rate” shall mean prevailing rate for the Urban Electric Buses with similar quality and specifications anywhere in India;

“Good Industry Practice” shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced Bus Manufacturer engaged in Electric city bus manufacturing anywhere in India.

5.6.12 In case of the Financial Bid of the Selected Bidder, which is unrealistically lower
or unrealistically higher than Market Rate or Good Industry Practice and which could not be substantiated satisfactorily by the Bidder, may be called for negotiation. The Authority retains the right to negotiate with the Selected Bidder to match Market Rate or Good Industry Practice.

5.6.13 In case, the Selected Bidder refused to negotiate it’s Financial Bid as indicated above, the Authority may reject it’s Bid as non-responsive. The Authority however does not bind itself to accept the most preferred bid before or after the negotiations and it reserves the right to accept or reject any Bid, in whole or in part.

5.6.14 After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Selected Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA.

5.6.15 After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Contract within the period prescribed in Clause 3.4. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract.

5.7 Proprietary Data
5.7.1 The RFP documents including this RFP and all attached documents, other information supplied by the Authority and are transmitted to the Bidder shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

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

6 FRAUD AND CORRUPT PRACTICES
6.1 General
6.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LoA or the Contract, the
Authority may reject a Bid, withdraw the LoA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP Documents and/ or the Contract, or otherwise.

6.1.2 Without prejudice to the rights of the Authority under Clause 6.1.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the Contract, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Contract, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

6.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Contract or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 4.2.2 (b) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of
canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7 MISCELLANEOUS

7.1 Performance Security
7.1.1 The Selected Bidder shall submit a Bank Guarantee of an amount equivalent to 5% of the cost of Buses as performance guarantee (“Performance Security”). Bank Guarantee shall be issued by any Scheduled Bank in favour of the Authority. Bank Guarantee shall be submitted prior to the execution of Contract and shall remain valid initially for a period of 2 (two) years from the Execution Date.

7.1.2 If the Bidder fails to furnish the Performance Security in the stipulated time limit, it shall be lawful for Authority to forfeit the Bid Security and cancel the Letter of Award.

7.2 Other Conditions
7.2.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the High Court of Judicature at Allahabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

7.2.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
   a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
   b) consult with any Bidder in order to receive clarification or further information;
   c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder;
   d) and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

7.2.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
8 DRAFT BUS SUPPLY CONTRACT

THIS BUS SUPPLY CONTRACT is made and executed at [____________] on this [____________] of [_______________], in the year Two Thousand and ___ by and

Between

the Directorate of Urban Transport, Government of Uttar Pradesh acting through its Director, having office at Room No. 317, Room No.317, 3rd Floor, Urban Training & Research Centre & Directorate of Local Bodies, Sector - 7, Gomti Nagar Extension, Lucknow - 226 010, (hereinafter referred to as “Authority” which expression shall unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE ONE PART

And

[____________], a company incorporated under the Company Act, 1956/2013 acting through [_______] having its registered office at [_______] (hereinafter referred to as the “Contractor”, which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE OTHER PART;

WHEREAS:

A. The Authority is desirous to procure the Buses and services during the warranty period to be provided by the Contractor, viz. Design, Manufacture, Supply & Commissioning of Buses including prescribed warranty period of [2 years or 1,26,000 Km (whichever is later)] or [any better warranty period offered by the Contractor] and has accepted the Bid submitted by the Contractor for the said Buses and services.

B. The Contractor has been selected pursuant to a competitive bid process and has agreed and undertaken to discharge the scope of services in consideration of the Price Bid submitted by it and has submitted the Performance Security as required pursuant to the RFP Document.

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

SIGNED, SEALED AND DELIVERED

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<td>Name</td>
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<td>Address</td>
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</tbody>
</table>
8.1 The Contract
8.1.1 The Contract shall be for supply (including design and testing) of Buses of the description, Specifications and Drawings, and in the quantities set forth in the Contract along with commissioning on the date specified therein.

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

8.2 Contract Period
8.2.1 The Contract shall commence from the date when it is signed ("Execution Date"). The Contract shall remain in force for till the end of Warranty period or any extended warranty period offered by the Contractor.

8.2.2 The date on which the Contract ends shall be termed the as expiry date ("Expiry Date") and the period between the Date of Signing of the Contract and the Expiry Date shall be termed as the Contract Period (the "Contract Period").

8.2.3 Provided that in the event of Termination, the Contract Period shall mean and be limited to the period commencing from the Date of signing and ending on the Termination Date.

8.3 Scope of Work of the Contractor
8.3.1 The scope of works ("Scope of Works") of the Contractor shall include the following:

   a) Design, Manufacture, Supply and Commission two (2) Fully Built 12m AC Electric Low Floor Buses ("Buses") as per Standard and Technical Specifications and or on such terms and conditions as set out in this RFP Document;

   b) Present the best solution in terms of Bus, capacity of batteries, Charging Infrastructure required, charging time etc. looking to the operational requirements of Bus Services;

   Minimum daily run of Bus: 150 Kms. on actual conditions with AC (with passengers and considering the traffic).

   c) Explore various technology available for charging of Buses subject to above. The entire cost of Charging Infrastructure including cost of charging equipment and installation shall have to be incurred by the Contractor and to be included in the Financial Bid;

   d) Obtain prior approval of Bus Colour, logo etc. from the Authority;

   e) Keep the Authority informed at all stages and progress of Bus manufacture, bus-body building and delivery;

   f) Commission the Buses subject to approval of Prototype by the Authority;

   g) Facilitate the Authority or Representatives of the Authority, for inspections and testing with regards to Buses i.e. the structure, material used, bus body
building, and related components as per the Technical Specifications as part of Contract at any of stages before pre-dispatch stage at OEM’s Premises;

h) Pre-install the Buses with ITS including VTS, GPS, CCTV etc. and other devices as per UBS-II and other Specifications mentioned in the RFP for monitoring of the Contracted Buses through the Command Control Centre;

i) Provision, supply and installation of necessary charging infrastructure for successful operation of the Buses as per Good Industry Practice;

j) Make available trained and qualified technical staff for any solutions, challenges and fine tuning.

k) Provision of necessary safeguards during prescribed warranty period;

l) The Contractor shall be responsible for any defect or failure of Buses or equipment’s provided in these Buses due to defective design, material or workmanship after the bus registration or operation of Buses.

m) Provide training to Driver and Maintenance Staff of the Authority; the Contractor shall arrange orientation training at Gorakhpur for 5 days for 06 (six) Drivers. Similarly, orientation training shall be arranged at Gorakhpur for 5 days for technicians/supervisors/engineers.

n) Provide warranty for the Bus, Battery, Chassis, ITMS, CCTV, for minimum 2 years or 1,26,000 kms whichever is later;

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

8.4 Performance Security

8.4.1 The Contractor shall, for the due and faithful performance of its obligations hereunder during the Contract Period, provide to the Authority, 3 (three) days before the Execution Date, an irrevocable and unconditional bank guarantee from a Bank for a sum equivalent to 5% of the order value of the Contract (the “Performance Security”).

8.4.2 Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Contractor. In the event, the Contractor fails to provide the requisite Performance Security as specified above, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and cancel the Letter of Award (LoA).

8.4.3 The Performance Security shall remain valid for a period of 2 (two) Years from the Execution Date and shall be returned to the Contractor, without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding damages under the terms of this Contract, upon completion of the initial Warranty Period provided by the Contractor as stated in Clause 8.3.1.
8.4.4 Thereafter the Contractor shall issue fresh Performance Security for a sum equivalent to 10% of the Annual AMC value to be renewed every 2 (two) Years period, till the Expiry Date. In all cases, the Contractor shall maintain a valid and binding Performance Security for a period of 60 (Sixty) days beyond the Expiry Date.

8.4.5 The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
   a) in the event the Authority requires to recover any sum due and payable to it by the Contractor including but not limited to Damages; and which the Contractor has failed to pay in relation thereof; and
   b) in relation to Contractor Default in accordance with the terms contained herein.

8.4.6 At any time during the Term of this Contract, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Contract, the Contractor shall within 30 (thirty) days of such encashment either replenish, or provide a fresh Performance Security, as the case may be, failing which shall be considered as Contractor Default.

8.5 Release of Performance Security
8.5.1 The Performance Security shall remain in force and effect during the Contract Period and shall returned to the Contractor upon Termination of this Contract upon Authority Default within 60 (sixty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of this Contract.

8.6 Delivery of Buses
8.6.1 Delivery of Prototype Bus and thereafter other Bus ("Delivery Schedule") shall be as follows:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Time</th>
<th>Delivery of Buses</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Within 45 days from Execution Date</td>
<td>Prototype</td>
</tr>
<tr>
<td>2</td>
<td>Within 30 days from Approval of Prototype</td>
<td>2 No. of Buses</td>
</tr>
</tbody>
</table>

8.6.2 The time allowed for and the delivery of Buses or as extended or modified, for delivery and commissioning of Buses shall be the essence of the Contract and delivery must be completed not later than the date(s) so specified or extended.

8.6.3 The Contractor 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.

8.7 Approval and Delivery of Prototype
8.7.1 Design Report
   a) The Contractor shall, within 7 (seven) days from the Execution Date, provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototype and Charging Infrastructure as per Schedule 3.
b) The Authority shall depute Authority Representatives for undertaking a review of the Designs and Drawings and for submitting a report (the “Design Report”) within 3 (three) days from the date of receiving the Designs and Drawings. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such Designs and Drawings by the Authority.

c) Pursuant to the Design Report or otherwise, the Contractor shall carry out such modifications in the Designs as may be necessary for conforming with the Specifications and Standards.

d) The Authority expressly agrees that it shall, subject to the provisions of this Agreement and Applicable Laws, maintain the confidentiality of Designs and Drawings provided to it by the Contractor and shall endeavour to protect the Intellectual Property rights of the Contractor, if any, therein.

8.7.2 Inspection and Testing

a) Prior to delivery of Prototype, the Contractor shall carry out, or cause to be carried out, all Tests in accordance with Good Industry Practice and such other tests that the Contractor may consider necessary to demonstrate that the Prototype complies in all respects with the Specifications and Standards. The Contractor shall provide to the Authority forthwith, a copy of the Inspection Report on each Test containing the results of such Test and the action, if any, that it proposes to take for compliance with the Specifications and Standards.

b) The Contractor shall, with reasonable days’ notice to the Authority, convey the date, schedule and type of tests that shall be conducted on the Prototype and the Authority shall have the right, but not the obligation, to nominate its Representative to witness the tests. It is clarified that all costs incurred on account of the visit of Authority’s Representatives to the OEM’s plant shall be borne by the Contractor.

c) Authority or Representative of the Authority may carry out inspection of Prototype at any of the following stages.

i. Structural Inspection: Structural assembly stage before panelling;

ii. Final Inspection: After completion after panelling, and equipping of Prototype and other Contracted Buses

d) The Authority’s Representative shall make a report forthwith on the tests witnessed by it and provide a copy thereof for review. The Contractor shall, prior to dispatch of the Prototype and other Buses, procure that defects and deficiencies, if any, are rectified and the Prototype and other Buses conforms with the Specifications and Standards.

e) The Authority shall not conduct any laboratory test if the material procurement certificates are submitted by the Contractor at the time of inspection. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for Prototype, at its own cost. If the material fails the test, entire cost of testing shall have to be borne by the Contractor.

f) In the event of failure of any Test specified in this Clause 8.7.2, the Contractor shall rectify the defect and conduct repeat Tests, and the procedure specified in this Clause shall apply mutatis mutandis to such repeat Tests.
8.7.3 Contractor shall allow reasonable facilities and free access to his works and records to Authority’s Representative for the purpose of ascertaining the progress of deliveries, etc. under the Contract.

8.7.4 Supply of Prototype
   a) The Contractor shall, no later than 45 (forty five) days from the Execution Date, deliver a Prototype and demonstrate to the Authority, tests and trials in accordance with the provisions of Clause 8.7.2.
   b) In the event that the Contractor fails to deliver the Prototype within the period specified in Delivery Schedule, the Authority may recover from the Contractor an amount equal to @ Rs. 10,000/- (Rupees Ten Thousand Only) of the Performance Security as Damages for each day of delay; provided that such Damages shall not exceed a maximum of 30 (thirty) days of delay.

8.7.5 Acceptance of Prototypes
   a) The Authority shall, no later than 15 (fifteen) days after successful completion of the Tests, Trial-Run conducted by the Contractor, communicate its acceptance of the Prototype to the Contractor.
   b) The Parties expressly agree that conducting Tests by the Authority shall not relieve or absolve the Contractor of its obligations and liabilities under this Contract in any manner whatsoever.

8.7.6 Upon approval of the Prototype in accordance with the provision of Clause 8.7.5, the Contractor shall deliver the other Bus in accordance with the provisions of Delivery Schedule and shall comply with timelines specified therein. The Contractor agrees that the Bus shall include the same Specifications and Standards as the approved Prototype provided in Clause 8.7.

8.7.7 Authority shall issue Provisional Acceptance Certificate within two (2) working days of receipt of Bus at Authority’s Premise (the “Place of Delivery”), in good conditions along with valid required documents. The Provisional Acceptance Certificate issued by the Authority shall not be considered the Acceptance of the Buses that have been received in any way whatsoever.

8.7.8 On receipt of the Buses, these shall be jointly inspected by the Contractor and the Authority for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, if any, shall be noted and the Contractor shall initiate immediate action for making good the same under advice to the Authority.

8.7.9 The Authority has right to reject the work/services if they are not found to meet the Specifications laid out or are not as per the terms of the work order. No Charges will be paid for the defective work. The Authority reserves the right to reject any items supplied, which are not specified in the RFP Document at the time of submission.

8.7.10 On rejection of any Bus, subjected to inspection or assessment of performance during testing and commissioning at the Place of Delivery, such Buses shall be removed by the Contractor at his own cost within fifteen (15) days of the date of intimation of such rejection.
8.7.11 The Contractor shall inform about rectification/ removal of defects/ deficiencies observed during Joint Inspection within three (3) days from date of inspection. Thereafter, Authority shall issue Final Acceptance Certificate within seven (7) days after Final inspection and satisfactory commissioning of Buses.

8.7.12 A failure or delay by Contractor in performance of his obligations for delivery and commissioning of Buses subject to the delay has not occurred as a result of Force Majeure events, Authority at his discretion may take following actions:
  a) Extend Delivery Schedule for unsupplied/ non-commissioned quantity of Bus with imposition of pre-estimated liquidated damages @ Rs. 10,000/- (Rupees Ten Thousand Only) per day of delay per Bus which the Contractor has failed to deliver;

8.7.13 The amount of pre estimated liquidated damages to be charged and deducted from the Contractor next payment. However, in no case, the amount of pre-estimated liquidated damages to be charged under the Contract, shall not exceed 5% of the total value of Contract (inclusive of duties & taxes).

8.7.14 The Contractor shall confirm adequate availability of spare parts and after sales services in Uttar Pradesh for the Buses offered in the bid by furnishing an undertaking on their official letterhead for a minimum period of ten (10) years from the date of supply of Buses.

8.8 Payment to Contractor

8.8.1 The Contractor shall raise invoice for total price of Buses as per Contract terms (“Invoice”) at the time of delivery, subject to issuance of Provisional Acceptance Certificate. The Authority shall make payment against the aforesaid invoice amount.

8.8.2 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms and conditions of Contract in the following manner:

  a) Payment for 80% of the total price of the Buses shall be made to the Contractor on receipt of the Buses at Authority’s Premise, subject to issuance of Provisional Acceptance Certificate by the Authority i.e. within 15 days of receipt of invoice along with the relevant Documents.

  b) Balance 20% payment shall be made within 15 days against ‘Final Acceptance Certificate’ of the Buses to be issued by the Authority, subject to recoveries, if any.

8.8.3 For delivery of Buses made beyond the agreed Delivery Schedule, if the delay is not on account of the Authority, any additional taxes and duties beyond those prevailing at the scheduled Delivery Schedule shall be to the account of the Contractor. In such case, Contractor shall be entitled to any increase in duties and levies imposed after expiry of contracted Delivery Schedule.

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

8.8.5 Where there is a statutory requirement for tax deduction at source, such deduction towards Income Tax and other taxes as applicable shall be made from bills payable to the Contractor at rates as notified from time to time.

8.8.6 Any claim for increase in rates on account of any reason whatsoever will not be entertained except for the change in the valid government statutory tax rates at the time of raising of invoice and or Purchase Order mentioned separately.

8.9 Transit Insurance

8.9.1 The Contractor at its own cost shall arrange transit insurance, till delivery/acceptance of Buses at Authority’s Premises. The Contractor shall be responsible till the ordered quantity of Buses arrives in safe and sound condition at destination as specified by the Authority, complying with all statutory requirements. Insurance documents in original be submitted along with other Bus delivery documents. Insurance charges shall be clearly indicated separately in the break-up of prices.

8.10 Force Majeure

8.10.1 For purposes of this Contract, Force Majeure means an event beyond the control of the Parties to the Contract and not involving either Party's fault or negligence and not foreseeable.

8.10.2 If, at any time during the existence of the Contract, either Party is unable to perform in whole or in part any obligation under this Contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of Contract shall be postponed during the period when such circumstances are operative.

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

8.10.4 Any waiver/extension of time in respect of the delivery or commissioning of Buses shall not be deemed to be a waiver/extension of time.

8.10.5 If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.

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

8.11 Termination of Contract

8.11.1 Termination for Default
Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of an Contractor Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant thirty (30) days or reasonable period at sole discretion of Authority to the Contractor to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Contract.

8.11.2 In the event of termination due to Contractor’s Event of Default, Authority shall have the right to:
a) invoke and retain the Performance Security amount in full;
b) Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination.

8.11.3 In the event the Authority terminates the Contract in whole or in part, the Authority may enter into fresh Contract with any other Contractor for completing unfulfilled portion of Contract and Contractor (whose contract is terminated) shall be liable to Authority for any excess costs for such Buses, their commissioning for Warranty. However, Contractor shall continue performance of the Contract to the extent not terminated.

8.11.4 Without prejudice to any other right or remedies which the Contractor may have under this Contract, upon occurrence of an Authority Event of Default, the Contractor shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Authority of its intention to issue such Termination Notice and grant thirty (30) days or reasonable period to the Authority to remedy the default and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default at the satisfaction of the Contractor, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Contract.

8.11.5 In the event of termination due to Authority Event of Default, Authority shall;
a) Refund the Performance Security amount in full after deduction of any due payable by the Contractor;
b) Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination, except the payment to be made for the Buses delivered by the Contractor and to which the Final Acceptance Certificate has been issued.
8.11.6 Termination for Contractor’s Default
Following events shall constitute an Event of Default by the Contractor (Contractor’s Event of Default) unless such event has occurred as a result of a Force Majeure Event:

a) If Contractor fails to deliver any or all of the Buses within the Delivery Schedule specified in Contract or any extension thereof granted by Authority;
b) In case of pre-decided Liquidated Damages exceeds the limit specified elsewhere in the RFP Document;
c) If Contractor fails to perform any other obligation(s) under the Contract.

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

a) The Authority is in Material breach of any of its obligations under this Contract and has failed to cure such breach within thirty (30) days of occurrence thereof;
b) The Authority has unlawfully repudiated this Contract or otherwise expressed its intention not to be bound by this Contract;
c) Failure in making payment to the Contractor as per the provisions of the Contract;
d) Non Performance of any other obligations under this Contract.

8.12 General Indemnity
8.12.1 The Contractor shall, subject to the Authority’s compliance, indemnify and hold harmless the Authority and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, which the Authority may suffer as a result of any infringement or alleged infringement of any patent, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the facilities in the country where the site is located;

8.12.2 Such Indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, or materials not supplied by the Contractor, pursuant to the Contract.

8.12.3 If any proceedings are brought or any claim is made against the Authority arising out of the matters referred to in Clause 8.12.2 above, the Authority shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Authority’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Authority within fifteen (15) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Authority shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Authority within the fifteen (15) day period, the Authority shall make no admission that may be prejudicial to the defense of any such proceedings or claim.
8.12.4 The Authority shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all expenses incurred in so doing.

8.12.5 The Contractor should Indemnify and keep the Authority indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the Authority’s Premise and any loss or damage to property of Authority sustained due to the acts or omissions of Contractor irrespective of whether such liability arises under Workman's Compensation Act the Fatal Accidents Act any other statute in force from time to time.

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

8.13 Survival on Termination
The provision of this Clause shall survive Termination.

8.14 Settlement of Dispute and Arbitration

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

b) Either Party may require the Dispute to be referred to Principal Secretary, Department of Urban Development, Government of Uttar Pradesh for amicable settlement. Upon such reference, both the Parties and the Principal Secretary or his nominee (who can be an employee of Government of Uttar Pradesh dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

8.14.2 Arbitration
Any Dispute which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by the Authority. 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to
choose its arbitrator, the other Party shall take steps in accordance with Arbitration
and Conciliation Act, 1996.

8.14.3 The place of arbitration shall be Lucknow.

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

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

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

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

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

8.15 Miscellaneous

8.15.1 Laws Governing the Contract
This Contract shall be governed and interpreted in accordance with the laws of
India.

8.15.2 Irrespective of the Place of Delivery and the place of payment under the Contract,
the Contract shall be deemed to have been made in Lucknow from where the
‘Letter of Award’ of the Bid has been issued.

8.15.3 Secrecy
a) Any information obtained in the course of the execution of the Contract by
the Contractor, his servants or agents or any person so employed, as to any
matter whatsoever, which would or might be directly or indirectly, of use to
any enemy of India, must be treated secret and shall not at any time be
communicated to any person.
b) Any breach of the aforesaid conditions shall entitle the Authority to cancel
the Contract and to purchase or authorize the purchase of the Buses at the
risk and cost of the Contractor, as applicable.

8.15.4 Severability
If for any reason whatsoever any provision of this Contract is or becomes invalid,
illegal or unenforceable or is declared by any court of competent jurisdiction or
any other instrumentality to be invalid, illegal or unenforceable, the validity,
legality or enforceability of the remaining provisions shall not be affected in any
manner, and the Parties will negotiate in good faith with a view to agreeing to one
or more provisions which may be substituted for such invalid, unenforceable or
illegal provisions, as nearly as is practicable to such invalid, illegal or
unenforceable provision. Failure to agree upon any such provisions shall not be
subject to the Dispute Resolution Procedure set forth under this Contract or
otherwise.

8.15.5 Others
a) Terms and expression not herein defined shall have the meanings assigned to
them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian
Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as
amended) as the case may be.

b) Wherever Date & Period are specified in RFP Document for completing
some formalities/ tasks/ documentations etc., the commencement of the
period prescribed for the said completion shall be reckoned from the date of
dispatch of the communication by Authority, even if mentioned otherwise
anywhere else.

c) Heading of these conditions shall not affect the interpretation or construction
thereof of the Clause.

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

<table>
<thead>
<tr>
<th>If to Authority</th>
<th>If to Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name of the Concerned Official)</td>
<td>(Name of the Concerned Official)</td>
</tr>
<tr>
<td>Detailed Address with e-mail id, Mobile No. etc.</td>
<td>Detailed Address with e-mail id, Mobile No. etc.</td>
</tr>
</tbody>
</table>

8.15.7 All notices under this Agreement shall be in English.

8.15.8 Entire Contract
This Contract and the Schedules together constitute a complete and exclusive
statement of the terms of the Contract between the Parties on the subject hereof
and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the RFP, as the case may be, shall be deemed to form part of this Contract and treated as such.

8.15.9 No Partnership
This Contract shall not be interpreted or construed to create an agency, association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any Contract or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8.15.10 Third Parties
This Contract is intended solely for the benefit of the Parties and their respective successors and permitted assigns and nothing in this Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Contract.

8.15.11 Successors and Assigns
This Contract shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

8.15.12 Language
All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

8.15.13 Counterparts
This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract.
Appendices
APPENDIX-I
Letter comprising the Technical Bid
(On Bidder’s letter head)

Dated:

To

The Director
Directorate of Urban Transport
Department of Urban Development, Government of Uttar Pradesh
Room No.317, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 010

Sub: RFP for Design, Manufacture, Supply and Commissioning of 12m AC Low Floor Fully Built Electric Buses for Gorakhpur, Uttar Pradesh

With reference to your RFP dated __________, we, having examined the RFP Documents and understood their contents, hereby submit our Bid.

2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the Selection of Contractor for Design, Manufacture, Supply and Commissioning of 2 nos. 12m AC Low Floor Fully Built Electric Buses for Gorakhpur, Uttar Pradesh.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the said Work, without incurring any liability to the Bidders.
7. We certify that in the last three years, we have neither failed to perform on any Contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any Project or Contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. We declare that:
   a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority; and
   b. We do not have any Conflict of Interest as defined in the RFP ;
   c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or Request for Proposal issued by or any Contract entered into with the Authority or Authority or any other public sector enterprise or any Government. Central or State; and
d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
e. the undertakings given by us along with the Bid in response to the RFP are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and We shall continue to abide by them.

9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the supply of Buses or which relates to a grave offence that outrages the moral sense of the community.

10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.

11. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, and the terms and implementation thereof.

13. In the event of being declared as the Selected Bidder, We agree to enter into an Contract in accordance and manner provided in the RFP. We agree not to seek any changes in the aforesaid Contract and agree to abide by the same.

14. We have studied all the RFP Documents carefully and also visited the proposed Bus Service Area. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Contract.

15. We offer a Bid Security of [Rs. ______ Lakhs (Rs _____________ Lakhs only)] to the Authority in accordance with the RFP and the Bidding Options.

16. We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, We shall have any claim or right of whatsoever nature if the Contract is not awarded to us or our Bid is not opened.

17. We agree to keep this offer valid for 90 (Ninety) days from the Bid Due Date specified in the RFP.

18. We agree and undertake to abide by all the terms and conditions of the RFP.

19. The Bid is unconditional and unqualified.

In witness thereof, We submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,
(Signature of the Authorised signatory)

Date and Place:
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder
## APPENDIX-I

### Particulars of the Bidder

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Nature of the Bidder/entity</td>
<td>Company / Partnership/ LLP/ etc</td>
</tr>
<tr>
<td>3</td>
<td>Country of incorporation</td>
<td>Please attach: <em>Copy of Certificate of Incorporation, Memorandum and Article of the association/ Copy of registered Partnership Deed/ Copy of sales tax/GST registration, EPF registration, Shops and Establishment Department registration certificate (as may be applicable)</em></td>
</tr>
<tr>
<td></td>
<td>Date of incorporation and/ or commencement of business</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Address of Registered Office (with e-mail, and Contract No.)</td>
<td>Please attach: <em>Organisation Chart showing the structure of the organization, including the names of the Directors</em></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Brief description of the Bidder including details of its main lines of business</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Particulars of the Authorised Signatory of the Bidder</td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-Mail Address:</td>
</tr>
<tr>
<td>7</td>
<td>Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any Project?</td>
<td>Yes/No</td>
</tr>
<tr>
<td>8</td>
<td>If the answer to 8 is yes, does the bar subsist as on the Bid Due Date?</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

(Signature of the Authorised signatory)

Date and Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder
APPENDIX-I

Power of Attorney for signing of Bid

Know all men by these presents, We…………………………………………….. (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ………………… son/daughter/wife of …………………………… and presently residing at …………………., who is presently employed with us and holding the position of ……………………………. , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Design, Manufacture, Supply and Commissioning of 12m AC Low Floor Fully Built Electric Buses for Gorakhpur, Uttar Pradesh being issued by the Directorate of Urban Transport, Government of Uttar Pradesh (the “Authority”) including but not limited to signing and submission of all bid and other documents and writings, participate in Pre-bid and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid / or upon award thereof to us and/or till the entering into of the Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, …………………………., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……… DAY OF …………. 2019.

For ………………………..

(Signature, name and designation of the authorised signatory and address)

Witnesses:
1.
2.

(Notarised)
Accepted

…………………………
(Signature)
(Name, Title and Address of the Attorney)

Notes:
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
APPENDIX-I

Financial Capacity of Bidder

(On Statutory Auditor’s Letterhead)

I hereby declare that I have scrutinized and audited the financial statement of M/s .
The Networth* of the Bidder (name of the Bidder) as on [_____] as per Audited statement is as follows:

<table>
<thead>
<tr>
<th>Year (as mentioned in or equivalent)*</th>
<th>Net worth (INR Crore)**</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 31, 2019</td>
<td></td>
</tr>
</tbody>
</table>

*To be provided from latest available Audited statement

** for the purpose of Networth Calculation it is defined: Networth*: = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Annual Turnover (in INR Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 – 2019</td>
<td></td>
</tr>
<tr>
<td>2017 – 2018</td>
<td></td>
</tr>
<tr>
<td>2016 – 2017</td>
<td></td>
</tr>
<tr>
<td>Average Annual Turnover</td>
<td></td>
</tr>
</tbody>
</table>

a) The Bidder shall attach copies of the balance sheets, financial statements/ income Tax returns and other financial data for the immediately preceding three years for 3 (three) years preceding the Bid Due Date.

Date:
Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder
APPENDIX-I

Manufacturing Experiences

We hereby declare that our Organisation has experience of manufacturing and supply of following no of **Electric Buses**.

<table>
<thead>
<tr>
<th></th>
<th>Contract: 1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description and Quantity of Buses ordered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Location of delivery of Buses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract period (duration)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actual Date of completion of Delivery</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name and address of the client</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Contract: 2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description and Quantity of Buses ordered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Location of delivery of Buses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract period (duration)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actual Date of completion of Delivery</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name and address of the client</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Contract: 3</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description and Quantity of Buses ordered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Location of delivery of Buses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract period (duration)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actual Date of completion of Delivery</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name and address of the client</td>
<td></td>
</tr>
</tbody>
</table>

*Please add additional contracts if necessary

**Documentary evidences (Purchase Order/ Letter of Award/Work Completion certificate)**

Attach the **Bus Manufacturer related Documents** (as applicable)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a) Registration Certificate of Factory and License for manufacturing of Buses;</td>
</tr>
<tr>
<td></td>
<td>b) Production capacities–installed and production levels achieved during last 3 years;</td>
</tr>
<tr>
<td></td>
<td>c) Quality Certificate (from recognized Firm) - Certificate No. - Date of Validity;</td>
</tr>
<tr>
<td></td>
<td>d) Details of Safety Critical Items with their Type Approval Certificate No. and Date (wherever applicable);</td>
</tr>
<tr>
<td></td>
<td>e) Quality Management System Certification (e.g. ISO: 9001-2000);</td>
</tr>
<tr>
<td></td>
<td>f) Quality System Certification (e.g. ISO : 16949-1999);</td>
</tr>
<tr>
<td></td>
<td>g) Environment Management Certification (ISO:14001-1996);</td>
</tr>
<tr>
<td></td>
<td>h) Confirmation of being an authorised agency under CMVR;</td>
</tr>
<tr>
<td></td>
<td>i) ARAI and other accreditation;</td>
</tr>
</tbody>
</table>
The Bidder shall attach, the Brochure of a **12m AC Electric Low Floor Bus** along with following details:

- Model Name (proposed to be supplied under this Contract);
- Vehicle Category as per CMVR;
- Technology Type;
- Brief Specification:
  - Basic drawings of Bus structure along with complete dimensions i.e., overall length, overall width, overall height, number of seats (excluding seat for the driver), its components, interior/ exterior fittings, electrical systems, mounting details of Battery packs /and other sub-systems of Electric Propulsion system and other accessories along with complete details of materials to be used, their specification, etc..
  - General appearance, front & rear show;
- Battery Type and other Battery Parameters/Specifications;
  - Make, model, capacity, etc of Battery packs and the number of such Battery packs fitted; Test certificate for the Battery pack

Date:
Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder
**APPENDIX-I**

**Experience of Charging Infrastructure**

We hereby declare that our Organisation has tie-up (proposed tie-up) with M/s ________________ for provision, installation, operation and maintenance of Charging Infrastructure. The said Service Provider has the following experiences:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Contract:</th>
<th>Name of the Main Contractor/ Sub-Contractor</th>
<th>No. of Charging Stations installed</th>
<th>Type of Charging Station installed (Fast/Slow/ Battery Interchange/Swapping Station) along with Capacity</th>
<th>Location of Service</th>
<th>Completion Date of installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Please add additional contracts if necessary

**Documentary evidences/ tie-up Certificates as indicated in Clause 2.2.4 (c)

**Proposed Charging Infrastructure**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Type of Chargers</th>
<th>Nos. Proposed</th>
<th>Brief Specification</th>
<th>Charging Time (100% SOC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Slow or Fast Charger</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date:
Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder
APPENDIX-I

Bank Guarantee for Bid Security

B.G. No. Dated:

1. In consideration of you, Directorate of Urban Transport, having its office at Room No.317, 3rd Floor Urban Training & Research Centre & Directorate of Local Bodies Sector: 07, Gomti Nagar Extension, Lucknow: 226 010, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [ ] and having its registered office at [ ] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Design, Manufacture, Supply and Commissioning of 12m AC Low Floor Fully Built Electric Buses for Gorakhpur, Uttar Pradesh pursuant to the RFP dated [ ] and other related documents (hereinafter collectively referred to as “RFP Documents”), we [Name of the Bank] having our registered office at [ ] and one of its branches at [ ] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [ ] (Rupees [ ] only) as Bid Security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [ ] (Rupees [ ] only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (Ninety) days from the Bid Due Date or for such extended period as may be mutually agreed.
between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said RFP Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by ____________ Bank

By the hand of Mr./Ms ____________, its ____________ and authorised official.

Date:
Place:

(Signature of the Authorised signatory)
(Name and designation of the Authorised signatory)
Name and seal of Bidder
APPENDIX-II

Financial Bid

(To be submitted Online only. Bidders submitting the Financial Bid in physical form will have their Bid rejected)

Prices for Bus in Rs.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Price (Rs.) inclusive of all taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design, Manufacture, Supply and Commissioning of 12m AC Low Floor Fully Built Electric Bus to be delivered at Authority’s Premise, Uttar Pradesh</td>
<td>02</td>
<td>Amount in Figures</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amount in Words</td>
</tr>
</tbody>
</table>

Break-up Cost per Unit (Rs.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of 12m AC Low Floor Fully Built Electric Bus</td>
<td></td>
</tr>
<tr>
<td>Cost of Charging Infrastructure including installation cost</td>
<td></td>
</tr>
<tr>
<td>Insurance charges</td>
<td></td>
</tr>
<tr>
<td>Handling and Delivery Charges</td>
<td></td>
</tr>
<tr>
<td>Taxes and Duties</td>
<td></td>
</tr>
<tr>
<td><strong>Final Unit Price to Authority</strong></td>
<td></td>
</tr>
</tbody>
</table>
AMC and Warranty Cost/Unit*

<table>
<thead>
<tr>
<th>Year</th>
<th>AMC (Rs.)</th>
<th>Warranty (Rs.)</th>
<th>Total Price/Bus (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
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<tr>
<td>10</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

*not to be evaluated

1. The Bidder quoting Lowest Price shall be considered as the Selected Bidder.
2. The warranty for the Bus, chassis, ITMS, CCTV, shall be for minimum 2 years and or 1,26,000 kms whichever is later.
3. The Authority shall pay the cost for the additional 8-year warranty and 10 years AMC to the Bidder at the beginning of each year from the 1st year onwards for AMC and the 3rd year onwards for the warranty.
4. All prices shall be inclusive of applicable taxes and is subject to prevailing tax rates at the time of invoice or payment.

Date:
Place:

(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder
Schedules
Schedule 1

Performance Security

UNCONDITIONAL AND IRREVOCABLE
PERFORMANCE SECURITY BANK GUARANTEE

The Director

____________________
____________________

WHEREAS:
A. ………………….. (the “Contractor”) and the Directorate of Urban Transport, having its office at Room No.317, 3rd Floor Urban Training & Research Centre & Directorate of Local Bodies Sector: 07, Gomti Nagar Extension, Lucknow: 226 010 (the “Authority”) have entered into a Contract dated …………….. (the “Contract”) whereby the Authority has granted to the Contractor a non-exclusive right to Design, Manufacture, Supply and Commissioning of two (2) Nos. 12m AC Low Floor Fully Built Electric Bus for Gorakhpur, Uttar Pradesh and the Contractor has agreed to undertake the Work on the terms and conditions contained therein, subject to and in accordance with the provisions of the Contract.

B. The Contract requires the Contractor to furnish a Performance Security to the Authority in a sum of Rs. _______________(Rupees _________________ only) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Contract, for two (2) years from the Execution Date (as defined in the Contract).

C. We, ………………….. through our Branch at …………………. (the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1) The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the Period mentioned above, under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2) A letter from the Authority, under the hand of an Officer not below the rank of the ……………………………….. (name of the officer), that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations.
during the said Period under the Contract and its decision that the Contractor is in
default shall be final, and binding on the Bank, notwithstanding any differences
between the Authority and the Contractor, or any dispute between them pending
before any court, tribunal, arbitrators or any other authority or body, or by the
discharge of the Contractor for any reason whatsoever.

3) In order to give effect to this Guarantee, the Authority shall be entitled to act as if the
Bank were the principal debtor and any change in the constitution of the Contractor
and/or the Bank, whether by their absorption with any other body or corporation or
otherwise, shall not in any way or manner affect the liability or obligation of the Bank
under this Guarantee.

4) It shall not be necessary, and the Bank hereby waives any necessity, for the Authority
to proceed against the Contractor before presenting to the Bank its demand under this
Guarantee.

5) The Authority shall have the liberty, without affecting in any manner the liability of
the Bank under this Guarantee, to vary at any time, the terms and conditions of the
Contract or to extend the time or period for the compliance with, fulfilment and/or
performance of all or any of the obligations of the Contractor contained in the
Contract or to postpone for any time, and from time to time, any of the rights and
powers exercisable by the Authority against the Contractor, and either to enforce or
forbear from enforcing any of the terms and conditions contained in the Contract
and/or the securities available to the Authority, and the Bank shall not be released
from its liability and obligation under these presents by any exercise by the Authority
of the liberty with reference to the matters aforesaid or by reason of time being given
to the Contractor or any other forbearance, indulgence, act or omission on the part of
the Authority or of any other matter or thing whatsoever which under any law relating
to sureties and guarantors would but for this provision have the effect of releasing the
Bank from its liability and obligation under this Guarantee and the Bank hereby
waives all of its rights under any such law.

6) This Guarantee is in addition to and not in substitution of any other guarantee or
security now or which may hereafter be held by the Authority in respect of or relating
to the Contractor for the fulfilment, compliance and/or performance of all or any of
the obligations of the Contractor under the Contract.

7) Notwithstanding anything contained hereinbefore, the liability of the Bank under this
Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in
force until a period of [_______________________] and unless a demand or claim in
writing is made by the Authority on the Bank under this Guarantee, no later than 6
(six) months from the date of expiry of this Guarantee, all rights of the Authority
under this Guarantee shall be forfeited and the Bank shall be relieved from its
liabilities hereunder.

8) The Bank undertakes not to revoke this Guarantee during its currency, except with the
previous express consent of the Authority in writing, and declares and warrants that it
has the power to issue this Guarantee and the undersigned has full powers to do so on
behalf of the Bank.
9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10) This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Contract.

Signed and sealed this .......... day of ........... , 2019...... at ...........

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:
a) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee
b) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch
Technical Specifications

Fully Built 12m Low Floor AC Electric Buses

1. General
1.1. The Specification covers design, manufacture, supply, testing and commissioning of Fully Built AC Electric 12m Size Bus of 400mm Floor Height for operation at Gorakhpur, Uttar Pradesh. The bus design shall be energy efficient, environmentally friendly, safe and secured for transportation of passengers and shall meet the following standards:

   a) Excellent passenger comfort;
   b) Ergonomically designed driver’s work area;
   c) Ease of repair and maintenance;
   d) Aesthetically designed interiors and exteriors;
   e) Ease of boarding and alighting for all passengers;
   f) Ease of accessibility to persons with disabilities

1.2. In view of absence of any prototype/commercial vehicle, the Technical Specifications provided are suggestive in nature. Further, these specifications are subject to trial of the Prototype and success thereof. Accordingly, the Contractor shall comply with all latest applicable Central, State and local laws (including Acts, & Regulations).

1.3. The word “Bus” wherever it has been used in the RFP and in this Technical Specification (Schedule 2) means the “Electric Bus”. The Bus shall meet all applicable Central Motor Vehicles Rules, 1989 (hereinafter referred to as “CMVR”), norms for safety and emissions applicable on the date of manufacture and Bus Code AIS 052 and any revisions thereof [hereinafter called Bus Code] and Urban Bus Specifications-II amended up to date (UBSII), wherever specified in the RFP.

1.4. Where there is conflict between the requirement as per any Applicable law in force and the requirement emanating from these specifications whichever of these two is of superior/higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the Contract.

2. General Design Features of the Bus
2.1. The Bus shall be designed and manufactured in accordance with the standard specifications & ‘Code of Practice for Bus Body Design and Approval’ (AIS 052), as applicable to buses in India/CMVR rules.

2.2. The Bus shall be designed to carry commuters in the urban/sub-urban/municipal area with ease of boarding and alighting especially for ladies, senior citizens and Persons with Disabilities (PWDs). The Buses shall be provided with the wheel chair disabled persons friendly access system.

2.3. The Bus shall be of a proven design suitably modified to the climatic & operational conditions, infrastructure and road conditions as available in the urban/sub-urban/municipal areas of Uttar Pradesh.

2.4. The Bus design shall meet all statutory requirements applicable for the state of Uttar Pradesh in all respects.

3 UBS II Specifications, Ministry of Urban Development, Government of India
2.5. The bus structure shall meet the requirements of structural strength, stability, deflection, vibration etc.
2.6. The Bus body Design shall be a proven design duly evaluated by the agencies authorized as per CMVR / Central Institute of Road Transport, Pune (CIRT) using Finite Element Analysis for the above loads / performance requirements for values for the above loads / conditions / performance parameters as given in subsequent paragraphs.
2.7. The Bus, loaded to Gross Vehicle Weight (GVW), with crush load and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms and service doors.
2.8. Bus Design would be suitable for daily operation of 16 to 18 hours with peak loading as per AIS 052, average journey speed of about 15-25 Kms per hour with frequent starts/stops, say, after every 500 to 1000 mtrs. The maximum attainable speed of the bus would be in range of 75 (70 ± 5) kmph without Speed limiter and maximum 50 kmph with speed limiter.
2.9. The material used in the construction of Contracted Buses shall be as per Bureau of Indian Standards (BIS) /Automotive Industry Standards (AIS) / specifications and/or other international specifications meeting/surpassing the performance & other requirements as given in the Bus Code. In the absence of the above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred. Specifications/standards followed shall conform to the Specification/Standards as amended /updated or the latest published by the concerned agencies.
2.10. Any other provisions/fitments required for safe and efficient operation and/or for fulfilling statutory requirements must be provided in the bus.
2.11. 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 confirm to BIS: 12832:1989 or latest and BIS: 3028:1998, 10399: 1998 or latest respectively.

3. **Power Train**
3.1. The Buses shall have adequate horse power to obtain desired performance with respect to its adequacy of power, acceleration levels, etc.
3.2. The Bus should be able to operate efficiently at ambient temperatures of approximately 0° to 50°C, humidity level from 5% to 100%, and altitude levels of identified cities, generally operating in the climatic condition as prevailing in the area.
3.3. The Bus shall be suitably designed to operate optimally under peak summer heat and dust.
3.4. Cooling system: To be provided as per the CMVR norms & ARAI/ CIRT.
3.5. Other Specifications for body and transmission: Body should be as per specifications given in the RFP, MoUD Guidelines (UBS-II) and bus body code (AIS - 052) and suggestions made by the Authority at the time inspection of Prototype bus.

4. **Air conditioning**
4.1. The Buses shall have pre-installed AC unit.
4.2. Air conditioning (AC) system is to be roof mounted.
4.3. AC unit must maintain a temperature inside the Bus which shall be as per UBS II Guidelines, permitted under continuous operation of vehicle for 16 -18 hrs in a day with doors closed and loaded etc.
4.4. The relative humidity inside the Bus shall be a max of 65% and a minimum of 35%.
4.5. Ducting for air conditioning shall be so placed such that there is even cooling along the entire length and width of the bus interior.
4.6. The noise levels of AC system shall be as required under the Central Motor Vehicle Rules (CMVR)/AIS/any other Indian standards.
4.7. In case of AC failure, proper air ventilation shall be provided as per Good Industry Practices.

5. **Provisions for Persons with disabilities**
5.1. The Contractor shall provide for ease of accessibility, guidance, anchorage of wheel chairs on-board, positioning of aids etc. system for Persons with Disabilities (PwDs) that meets the requirements as given in the Bus Code and CMVR.

6. **Battery Packs**
6.1. Electrically propelled vehicles must meet and satisfy all requirements of “Code of Practice for Electric Propulsion system Vehicles”, safety, and type approval and other requirements as per relevant AIS standards (AIS 038, AIS 049), and as per any other applicable standard and procedures; regulatory requirements as per CMVR and any other applicable regulations for operation in the State of Uttar Pradesh.
6.2. Battery packs of requisite capacity would be appropriately mounted on to the Bus keeping in mind convenience of battery maintenance /charging / replacement etc, safety of system and its maintainability and operation.
6.3. Battery packs and other components of electrically propelled vehicles should conform to applicable AIS / BIS standards or International Specs / standards in absence of AIS /BIS specs. Battery packs and other components / units of Electric Propulsion system be tested and certified to conform to CMVR standards.
6.4. All requirements of AIS / BIS / CMVR etc. for Battery packs, Electric Propulsion system / sub-systems and components, etc be fully met and test certificate for the same be provided.

7. **Charging Infrastructure**
7.1. The Buses shall be operated throughout the day with minimum daily run of 150 Kms. on actual conditions with AC (with passengers and considering the traffic). The Contractor shall work out the system of Charging Infrastructure depending on the solution and technology worked out. The Contractor is required to install and operate adequate charging stations at the Depot provided by the Authority.
7.2. Under No circumstances should the performance of the Buses suffer in case of low battery charge status.
7.3. Bidder/ Contractor must provide details of proposed solution in terms of charging time, charging stations and space requirements, scheduling and charging plan etc.
7.4. All the Charging Infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time.

8. **Intelligent Transport System (ITS)**
8.1. All the Buses to be fitted with CCTV, GPS/any other ITS device as per industry standard. Further, the Display system should be compatible with the ITS.
- Passenger Information System (PIS) - LED based Display Boards and Speaker System for announcement (There shall be three PIS boards one each at Front, Rear and Inside the Bus)
- GPS/GPRS based Vehicle Tracking /Controller Unit, Basic Driver Console and Driver Feedback System;
- Panic Alarm;
- Automatic Vehicle Location System (AVLS);
- Integration with Command Control Centre as per the requirement of the Authority

8.2. Electronic route destination display system: Alphanumeric Dual Display Technology coloured LED based electronic route display system of high intensity illumination with automatic brightness control along with audio-video display system in English and Hindi shall be installed at the front and side of Bus as per the following details.

a. Front Destination Board
   There shall be a display of destination with options in Hindi & English. The display system shall be accommodated within the minimum size specified in the bus code. The display should be fixed type. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying the maximum number of letters. The display shall be clearly visible in all weathers at a distance of up to 50 metres.

b. Side Destination Board
   There shall be a scrolling display of destination in Hindi & English. The system shall be operated with in-built software for the above purposes, to enable the Driver to change the destination when needed. The display system shall be accommodated within the minimum size specified in the Bus Code. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying maximum number of letters.

c. Rear Destination Board
   There shall be a scrolling display of destination in Hindi & English. The system shall be operated with in-built software for the above purposes, to enable the Driver to change the destination when needed. The display system shall be accommodated within the minimum size specified in the Bus Code. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying maximum number of letters.

d. Inside Display Board (behind the driver partition)
   There shall be display of the name in Hindi & English alternatively, duly synchronized with announcement system. The system shall be operated with in-built software for above purpose with provision available for Driver to trigger the display for each stop. The system should be able to store onboard up to a minimum of 100 messages, of 50 characters each on an average. The messages should be capable of rolling, flashing (fully or selectively) in Hindi/English/symbols as per pre-programmed system. The message shall be visible to all the passengers standing/sitting up to the last seat of the bus. The micro-processor based announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in Hindi and English. The illumination system will be of modular display type. The display
panel shall have multiple rows for higher coverage. The display shall be mounted behind the driver at an appropriate height for clear visibility to all passengers in the bus from all angles. Present and next stop details shall be highlighted with flashing in modern different commuter-friendly colours. The display time, frequency and sequencing of advertisements/messages shall be programme controlled. The display system shall have the provision of flashing/highlighting information in pre-programmed mode and through an intervention by the Driver.

e. CCTV Cameras
CCTV cameras of hi-resolution shall be installed in the Buses. These hi-resolution CCTV cameras will be installed in the front of the passenger compartment & other in the rear of the passenger compartment. Other cameras shall be installed throughout the vehicle is such positions and configuration so as to capture images in all areas, from access doors to passengers seating areas. These cameras should be capable of sending live data over the wireless network (IP) to the centralized control station/centre. So that same could be used for emergency response system.

8.3. GPS based Tracking Device: GPS Units of approved specifications shall be provided for Contracted Buses. The Contractor shall have to provide the ARAI certificate for this product before initiating the procurement of this product to Authority for approval.

9. Interiors
9.1. Should be easily washable with proper drainage and adequately sealed to prevent ingress of dust, gases, water.

10. Paints
10.1. All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. Polyurethane (PU) paint conforming to BIS: 13213 - 1991 or latest/ international standards as applicable shall be used for exteriors painting of the Bus including interiors wherever required. Colour shade shall match the shades as per BIS: 5 - 1978 or latest. Details of paints used, surface treatment & preparation, corrosion prevention treatment, base primer coatings, number of paint coats to be applied etc shall be supplied.

11. Colour scheme
11.1. Exterior, interior colour schemes including floor colour and logo/graphics shall be painted as directed by the Authority. Information, on the seats, for their reservation for persons with disabilities, ladies, senior citizens, shall be marked as per the details provided by the Authority.

12. Windows
12.1. The window shall be as per the standard specifications and design. Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system. Visual light transmittance should be 50% Minimum (CMVR 11(2)). The size and shape of the glasses shall enable even the standees to have maximum outside view without kneeling.
13. **Emergency Exit & Escape hatch**
   13.1. Emergency exits would be provided in the Contracted Bus as per the provisions of Bus Code – AIS 052 / CMVR

14. **Warranty**
   14.1. The Contractor shall provide necessary warranties on the complete Bus including all the assemblies, sub-assemblies, fitments, components etc.

15. **Quality Assurance**
   15.1. The Contractor would use materials including fasteners conforming to relevant Indian Standards and would get the same tested before use, meeting requirements of all specified parameters to ensure quality of material specified. However, random sample of materials picked up and duly sealed by Authority’s Representative in presence of Contractor, out of the Bus under fabrication/ completed Bus and be sent for testing quality of components at CIRT, Pune/ARAI/BIS approved testing laboratories having testing facilities for testing all parameters of specifications of materials/ items. In the event of failure of samples in lab tests, testing would be conducted in same way again from fresh lot. The Contractor would replace failed materials by those duly passed in lab tests.

   15.2. In the event of failure of material/ items in laboratory test, failure of material/ items (removed from completed bus) in laboratory test, acceptance decision about bus be taken by Authority after obtaining compensation/ recoveries of liquidated damages from Contractor as decided by the Authority. Wherever, failure of material on one parameter or more than one parameter, recoveries for complete lot of materials used in Bus would be made from Contractor plus 20% damages thereof.

   15.3. Completed Bus would be subjected to water leakage test conforming to BIS: 11865-1986 or latest.

16. **Fire safety**
   16.1. The Bus shall be designed and manufactured with all applicable fire safety regulations under CMVR/ Bus Code for safety.
### 17. Other Technical Specifications

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Bus characteristics</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Bus dimensions in mm</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Overall length</td>
<td>as per UBS-II</td>
</tr>
<tr>
<td>b</td>
<td>Overall width</td>
<td>as per UBS-II</td>
</tr>
<tr>
<td>c</td>
<td>Overall height</td>
<td>as per UBS-II</td>
</tr>
<tr>
<td>d</td>
<td>Wheel-base</td>
<td>as per UBS-II</td>
</tr>
<tr>
<td>e</td>
<td>Bus Floor Height (mm)</td>
<td>400 mm</td>
</tr>
<tr>
<td></td>
<td>Buses should be disabled friendly and should have ease of boarding and alighting of passengers. Guidelines issued by the Ministry of Social Justice and Empowerment, or a substitute thereof.</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Front overhang</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>g</td>
<td>Rear overhang</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>2</td>
<td>Propulsion system</td>
<td>Electrical, battery operated</td>
</tr>
<tr>
<td>3</td>
<td>Fuel option</td>
<td>Electric</td>
</tr>
<tr>
<td>4</td>
<td>Engine</td>
<td>Compatible technology can be used which can meet vehicle performance.</td>
</tr>
<tr>
<td>a</td>
<td>Rated performance at GVW in a stop/start urban operations</td>
<td>Attain bus speed of 70 ± 5 kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational.</td>
</tr>
<tr>
<td>b</td>
<td>An acceleration (meter/sec²)</td>
<td>≥ 0.8</td>
</tr>
<tr>
<td>c</td>
<td>Attain bus speed of 0-30 kmph in seconds</td>
<td>≤ 10.5</td>
</tr>
<tr>
<td>d</td>
<td>Maximum speed</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>e</td>
<td>Motor/battery power pack operational requirements</td>
<td>It should be able to operate efficiently at ambient temperatures of approximately 0°C to 50°C, humidity level from 5% to 100%, and altitude levels of up to 500 meters.</td>
</tr>
<tr>
<td>f</td>
<td>Power plant location</td>
<td>Optional</td>
</tr>
<tr>
<td>5</td>
<td>Operational safety</td>
<td>As per Relevant Standards and Good Industry Practice</td>
</tr>
<tr>
<td>6</td>
<td>Steering system</td>
<td>As per Relevant Standards and Good Industry Practice</td>
</tr>
<tr>
<td>7</td>
<td>Suspension system</td>
<td>As per Relevant Standards and Good Industry Practice</td>
</tr>
<tr>
<td>a</td>
<td>Front</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Rear</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Braking system/ Anti-skid anti brake locking system (ABS)</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>9</td>
<td>Electrical system</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>10</td>
<td>Battery System</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Battery power pack</td>
<td>To enable Bus operation of 150 km. per day. Battery shall be Li-ion batteries as per AIS 048. Cells selected to withstand all electrical safety test including nail penetration as per AIS 048. Suitable cooling system to be provided.</td>
</tr>
<tr>
<td>Sl.No.</td>
<td>Description</td>
<td>Specifications</td>
</tr>
<tr>
<td>-------</td>
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<td>----------------</td>
</tr>
<tr>
<td>b</td>
<td>Battery Life</td>
<td>As per Relevant Standards and Good Industry Practice</td>
</tr>
<tr>
<td>c</td>
<td>Battery Charging System</td>
<td>To be decided by the Contractor</td>
</tr>
<tr>
<td>11</td>
<td>Speed limiting device (optional)</td>
<td>Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit</td>
</tr>
<tr>
<td>12</td>
<td>Tyres</td>
<td>Steel radial tube-less. Size and performance as per CMVR</td>
</tr>
<tr>
<td>13</td>
<td>Bus Gates/Doors</td>
<td>As per AIS 052</td>
</tr>
<tr>
<td>a</td>
<td>Emergency door/exits or apertures (Numbers)</td>
<td>As per AIS 052</td>
</tr>
<tr>
<td>b</td>
<td>Door closing requirements for bus movement</td>
<td>Bus could move only after door closing completed</td>
</tr>
<tr>
<td>c</td>
<td>Power operated service door</td>
<td>construction &amp; control system of a power operated service door be such that a Passenger is unlikely to be injured/trapped between the doors while closing - As per AIS 052</td>
</tr>
<tr>
<td>14</td>
<td>Bus Body</td>
<td>As per AIS 052</td>
</tr>
<tr>
<td>a</td>
<td>Design type approval</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>b</td>
<td>Bus structure including insulation, Roof structure etc.</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>c</td>
<td>Safety glasses and fittings</td>
<td>As per AIS 052/ CMVR</td>
</tr>
<tr>
<td>d</td>
<td>Seat materials</td>
<td>As per AIS 023</td>
</tr>
<tr>
<td>e</td>
<td>Number of seats</td>
<td>To be finalised with the Authority</td>
</tr>
<tr>
<td>f</td>
<td>Number of standees</td>
<td>As per AIS 052</td>
</tr>
<tr>
<td>g</td>
<td>Driver seat</td>
<td>As per AIS 023</td>
</tr>
<tr>
<td>h</td>
<td>Passenger seats</td>
<td>As per AIS 023</td>
</tr>
<tr>
<td>i</td>
<td>Gangway</td>
<td>As per AIS 052</td>
</tr>
<tr>
<td>j</td>
<td>Electrical cables</td>
<td>As per as per latest UBS Bus Specifications – II or Good Industry Practice.</td>
</tr>
<tr>
<td>k</td>
<td>Safety requirements of electrical</td>
<td>As per AIS 052</td>
</tr>
<tr>
<td>l</td>
<td>Lighting - internal &amp; external and illumination</td>
<td>As per AIS 052</td>
</tr>
<tr>
<td>m</td>
<td>Fire extinguisher</td>
<td>As per AIS 052</td>
</tr>
<tr>
<td>n</td>
<td>First aid box number, as per provision of CMVR</td>
<td></td>
</tr>
<tr>
<td>o</td>
<td>Emergency exit doors, warning devices etc.</td>
<td>As per AIS 052/CMVR</td>
</tr>
<tr>
<td>p</td>
<td>Front/rear door, step well lights, door open sign</td>
<td>LED as per AIS 008</td>
</tr>
<tr>
<td>q</td>
<td>Warning triangle</td>
<td>As per AIS 052/CMVR</td>
</tr>
<tr>
<td>r</td>
<td>Fog lighting</td>
<td>As per AIS 052/CMVR</td>
</tr>
<tr>
<td>s</td>
<td>Maximum noise levels inside the bus</td>
<td>Should be less than 74 dB; test procedure as per AIS020</td>
</tr>
<tr>
<td>t</td>
<td>Smart phone mobile charger</td>
<td>To be finalised in consultation with the Authority</td>
</tr>
</tbody>
</table>

15 **Other Technical Requirements**

a The Contractor shall submit Technical Specification of Components/Systems and
<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>submit the test certificate for these components as per the prescribed standards from the notified testing agencies like CIRT, ARAI, etc. at the time of delivery of Prototype bus.</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>All electrical wiring harness and accessories used on Bus shall comply necessary automotive safety standards.</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>All units &amp; electrical accessories and wiring harnesses use on the Bus shall be so mounted that they are easily accessible and can be removed without disturbing other components. Further these accessories and wiring harnesses shall be well protected to prevent ingress of water.</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Mandatory Certification Compliance for Safety Components &amp; Buses</td>
<td></td>
</tr>
</tbody>
</table>
Schedule 3

Designs and Drawings
(to be submitted by the Contractor)
Schedule 4

**Provisional Acceptance Certificate**

<table>
<thead>
<tr>
<th>Ref. No.</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td></td>
</tr>
<tr>
<td>Place of Inspection</td>
<td></td>
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<tr>
<td>Chassis No.</td>
<td></td>
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<tr>
<td>Engine No.</td>
<td></td>
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<tr>
<td>Bus Type with Brief Specification</td>
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<tr>
<td>Date of receipt</td>
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</tbody>
</table>

The fully built Bus has been received subject to the final inspection to be carried out jointly with the Authorized Representative of the Authority and the Contractor. However, the following observations made during the preliminary inspection at the time of receipt of the above said Bus.

1. Shortage of Items, if any:

2. Shortage of Documents, if any:

3. Visual inspection report (The damage / defect / discrepancies occurred during transit of the Bus and the same is to be rectified by the Contractor before offering for final inspection):

Signatures of the Authorized representative

Received/Inspected by of the Bus Manufacturer
Final Acceptance Certificate

<table>
<thead>
<tr>
<th>Ref. No.</th>
<th>Manufacturer</th>
<th>Place of Inspection</th>
<th>Chassis No.</th>
<th>Engine No.</th>
<th>Bus Type with Brief Specification</th>
<th>Date of receipt</th>
</tr>
</thead>
</table>

The above said fully built Bus have 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 ____________.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Defect/ Deficiencies</th>
<th>Requirement as per Contract</th>
<th>Amount of Recovery</th>
</tr>
</thead>
<tbody>
<tr>
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Signatures of the Authorized representative

Received/Inspected by of the Bus Manufacturer