

Notice Inviting e-Tender

(WBTC/CME/NIT-181/2017-18)

Procurement of 40 (Forty) (Twenty 9 metre and Twenty 12metre)

**Air-conditioned Battery Operated Electric Buses and
Supply and Installation of
30 slow and 10 fast charging stations.**

**Under Pilot Project of FAME India Scheme
of
Government of India.**

West Bengal Transport Corporation Limited

12 R N Mukherjee Road, Kolkata - 700001, Fax: 033 2248 3277,

Website: www.calcuttatrampways.com

Mail: tramways1873@gmail.com

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Introduction

West Bengal Transport Corporation Limited (WBTC) intends to purchase 40 (forty) (twenty 9 metre and twenty 12 metre) Fully Built Air conditioned Battery operated Electric Buses for operation in Kolkata under the pilot project of FAME Scheme of Govt. of India. Tenders are invited from reputed Bus manufacturers having relevant capabilities for supply of bus and charging units. Interested bidders can download the tender document from the website (www.wbtenders.gov.in).

Tender Number and Date: WBTC/CME/NIT-181/2017-18

Tender Fee: Rs 50,000.00/- (Rupees Fifty thousand Only)

Tender Floated by: Chief Mechanical Engineer

Address: West Bengal Transport Corporation, 5, Nilgunj Road. Kolkata - 700056

Website: www.calcuttatramways.com

Phone: 033-2553 1498

Fax No: 033 2553 3017

Email: tramways1873@gmail.com/ cme@cstc.org.in

Details of the tender are given in the following sections.

PART A – NOTICE INVITING TENDER (NIT)

Item Details

Notice Inviting Tender No: - WBTC/CME/NIT-181/2017-18 for procuring 40 (forty) (twenty 9 metre and twenty 12 metre) battery operated fully built air conditioned electric buses as per the following details and setting up their charging stations at the designated areas.

Sl no	Type of Bus	Length	Quantity	Fuel Type	Seating Capacity
1	Air conditioned Electric Bus	8.5m –9.5m	20	Battery operated	Minimum 26+1
2	Air conditioned Electric Bus	11.5m – 12.5m	20	Battery operated	Minimum 32+1

Respective technical details and rates of the following items are to be given in the tender separately mentioning the percentage localisation, GOI subsidy to be availed and cost to WBTC.

It should be clearly understood that the GOI subsidy has to be followed up by the supplier. Responsibility of WBTC will be limited to only certifying satisfactory receipt of buses and charging facilities that may be needed for availing the subsidy of GOI.

- 1) Twenty 9 metre Battery Operated Air conditioned Electric buses
- 2) Twenty 12 metre Battery Operated Air conditioned Electric buses
- 3) Supply, installation and commissioning of 30 slow charging and 10 fast charging facilities/stations for 9m & 12m buses.

Rates should be quoted in words as well as in figures.

Cost details

Necessary cost of tender document (tender fees) and Earnest Money Deposit should be submitted to the office of Chief Mechanical Engineer, West Bengal Transport Corporation Limited, 5, Nilgunj Road. Kolkata - 700056 in form of demand draft/ pay order/ Bank Guarantee issued from any nationalized bank/ scheduled bank payable at KOLKATA drawn in favour of 'West Bengal Transport Corporation Limited' as per the instructions given in Tender Document.

Queries

The interested parties are requested to send queries, if any, to Chief Mechanical Engineer, West Bengal Transport Corporation Limited, 5, Nilgunj Road. Kolkata – 700056 through Speed Post/ Courier or email at cme@cstc.org.in to reach the Chief Mechanical Engineer, West Bengal Transport Corporation Limited before 03/02/2018.

Date and Time Schedule

Sl. No.	Particulars	Date &Time
1	Issuance of Notice Inviting Tender &other Documents (online) (Publishing Date)	29/01/2018 at 16.00 hrs
2	Documents download start date (Online)	29/01/2018 at 16.00 hrs
3	Last date of submission queries at Paribahan Bhawan	05/02/18 before 10.30 hrs
4	Pre-Bid meeting (to be held at Paribahan Bhawan)	05/02/18 at 11:00 hrs
5	Authority response to queries latest by	10/02/18 by 14.00 hrs
6	Bid submission start date (On line)	10/02/18 at 14.30 hrs
7	Bid Submission closing (On line)	20/02/18 by 12:00 hrs
8	Last Date of submission of original copies Earnest Money Deposit and other relevant documents like covering letter, etc.	20/02/18 by 12:00 hrs
9	Opening of Technical Bids	22/02/2018 at 12:00 hrs

The bidders are requested (if possible) for trial run of 1 bus in Kolkata for one week before submission of the bid document.

Sd/-
Chief Mechanical Engineer,
WBTC

PART B: TENDER DOCUMENT SUMMARY

Sl no	Type of Bus	Length	Quantity	Fuel Type	Seating Capacity
1	Air-conditioned Electric Bus	8.5m – 9.5m	20	Battery operated	Minimum 26+1
2	Air conditioned Electric Bus	11.5m – 12.5m	20	Battery operated	Minimum 32+1

Details of Tender

Date of issue of Tender Document	29/01/18
Cost of Tender Document	Rs. 50,000/- (Rs. Fifty thousand Only). Necessary cost of tender document (tender fees) should be submitted by demand draft/ pay order at the office of the Chief Mechanical Engineer,

	West Bengal Transport Corporation Limited, 5, Nilgunj Road, Kolkata 56.
Contact details for seeking clarifications on Tender Document	Chief Mechanical Engineer, West Bengal Transport Corporation Limited, 5, Nilgunj Road, Kolkata – 700056. Email: cme@cstc.org.in Fax: 033-25533017. Phone: 033-25531498
Last date for sending query by Bidders	Through Email, Fax latest by 03/02/18 up to 15.00 hrs, at Chief Mechanical Engineer, West Bengal Transport Corporation Limited, 5, Nilgunj Road, Kolkata – 700056 Email: cme@cstc.org.in. Fax: 033-25533017 Phone: 033-25531498.
Bid Security Amount / Earnest Money Deposit	EMD amounting Rs1.5 crores (Rupees one crore fifty lakhs only) should be submitted at the office of the Chief Mechanical Engineer, West Bengal Transport Corporation Limited, 5, Nilgunj Road, Kolkata 700 056 in form of demand draft/ pay order/ Bank Guarantee issued from any nationalized bank/ scheduled bank. EMD of the successful bidder will be returned after execution of agreement and submission of Performance security (Bank Guarantee).EMD of unsuccessful bidders will be returned after finalization of successful bidder.
Performance Security	10% of total value of the contract (cost of buses and charging stations) to be submitted by the successful bidder within 15 days of receipt of purchase order along with execution of agreement in the form of Bank Guarantee (Two numbers - each with 50% of the total BG amount) in favour of ‘West Bengal Transport Corporation Limited’. This security deposit will be refunded as per the following schedule: <ul style="list-style-type: none"> • One BG after completion of 2 years from date of complete execution of the order •The other BG after completion of 5 years from date of complete execution of the order
Date & Time of opening Technical Bids	22 February 2018 at 12-00 hrs At ParibahanBhawan, West Bengal Transport Corporation, 12 R.N Mukherjee Road, Kolkata -700 001
Warranty Period	Warranty Period shall be for 5 years from the date of issuance of Final Acceptance Certificate. On site maintenance and / or repairing under warranty has to be done.
Liquidated Damages	Bidder needs to meet milestones as per the Delivery schedule given below. If the Supplier is not able to make up such default within the next milestone of the contracted delivery schedule, by supplying combined quantity of buses for both the milestones, the Authority shall, without

	prejudice to other remedies under the contract, levy/ deduct pre-estimated liquidated damages @ 0.25% per week or part thereof of the total value of the buses and / or charging facilities whose supply has been delayed (inclusive of duties & taxes which the Supplier has failed to deliver/ commission within the period fixed for delivery/ commission for delay of each week or part thereof.
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Delivery schedule for Electric Buses and Charging Stations

SI No	Stage of Delivery of buses/ charging stations to be completed	Month/Day
1	Inspection of Prototype	Within 45 days from the date of issuance of purchase order
2	At least 50% of total quantity 10 buses of 9m length and 10 buses of 12m length	1st lot within 45 days after approval of prototype
3	Rest 50% 10 buses of 9m length and 10 buses of 12m length	2nd lot within 45 days after scheduled delivery of first lot
4	Requirements for setting up of charging station to be intimated to WBTC by the successful bidder	Within 15 days of issue of work order
5	Completion of installation of charging facilities	Within next 45 days

Payment to Supplier

Terms of payment: Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms & conditions of contract. Mobilization advance will not be allowed.

Government of India Subsidy

The buses are procured under the pilot project of FAME scheme of Government of India. Documents needed (percentage localisation, ARAI certification etc) for availing the subsidy has to be cleared up to the satisfaction of competent authority of GOI by the successful bidder for both buses and charging stations. Responsibility of WBTC will be limited to only certifying satisfactory receipt of buses and charging facilities that may be needed for availing the subsidy of GOI.

Once the buses are delivered, 40% of total due from WBTC as cost of buses shall be released. Post this, a competent authority shall inspect the delivered buses thoroughly and then provide a final completion certificate. Post receiving the certificate, 30% of total due from WBTC as cost of buses

shall be disbursed. Further, a performance monitoring would be undertaken after 6 months and post satisfactory review, remaining 30% total due from WBTC as cost of buses shall be disbursed.

Payment	Payment Amount	Timeline	Submissions and Approval required for Payment
Manufacturing and Delivery of Air Conditioned Electric Buses			
First Part of Payment	40% of total cost of Electric Buses procurement due from WBTC	Post Delivery of the Procured Items (40 Electric Buses)	Submission of required documents (Such as Challan etc) and Invoice by the Manufacturer/ Supplier & Submission of type approval certificate as per AIS 131
Second Part of Payment for Balance amount	30% of total cost of Electric Buses procurement due from WBTC	Post provision of Final Acceptance Certificate	Issuance of Final Acceptance Certificate of buses as well as fulfilment of the arrangement of maintenance requirements. A format of the Final Acceptance Certificate is enclosed in Annexure 8.
Third Part of Payment for Balance amount	30% of total cost of Electric Buses procurement due from WBTC	Post Six Month of performance monitoring by WBTC	On road performance shall be monitored and post review payment shall be made

Charging Station

Once the charging facilities are installed, 40% of total due from WBTC for charging stations shall be released. Post this, a competent authority shall inspect the facilities thoroughly and then provide a final completion certificate. Post receiving the certificate, 30% of total due from WBTC for charging stations shall be disbursed. Further, a performance monitoring would be undertaken and post satisfactory review, remaining 30% of total due from WBTC for charging stations shall be disbursed.

PART C: INSTRUCTIONS TO BIDDERS

1. Scope

The scope of the Project will broadly include the following:

(a) Procurement

Procurement of 40 (twenty 9m and twenty 12m) fully built battery operated air conditioned electric buses and setting up their charging stations.

(b) Confirmation to standards and specifications

The Buses and charging stations are required to confirm to the Technical Specifications provided in the Tender Document and amendments therein, if any. The Bidder shall be required to comply with all the latest provisions of the relevant Central Motor Vehicle Rules and Motor Vehicle Act along with any amendments and other statutory and legal requirements as applicable for electric buses on the date of delivery/ registration of Buses.

Civil Infrastructure

WBTC will provide civil infrastructure required for setting up charging stations, shed/ workshop, etc.

(d) Warranty

The Successful Bidder shall ensure a warranty period of five (5) years or any better warranty period offered by the Supplier, whichever is later, to ensure trouble free services and supply of components of Buses.

The Successful Bidder should also ensure availability of all spares and components required for the buses and charging stations for at least 10 years which may be procured against cost after expiry of warranty period.

(e) Insurance

(i) Transit insurance: Transit insurance, till delivery/ acceptance of Buses at Authority's premises, shall be arranged by the Successful Bidder at its own cost. Successful Bidder shall be responsible till the ordered quantity of all the electric buses arrive in safe and sound condition at destination as

specified by the Authority, complying with all statutory requirements. Insurance documents in original should be submitted along with other Bus delivery documents. Insurance charges shall be clearly indicated separately in the break-up of prices.

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

(ii) Insurance after Delivery: On acceptance of buses by Authority, Authority shall arrange third party insurance at its own cost. The Successful Bidder shall be required to arrange insurance of Buses till they are delivered to and accepted by the Authority.

(f) Consortiums

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

2. Instructions for bid submissions

2.1 Brief Description of the Bidding Process

Technical Bids including supporting technical documents and Tender fees must be submitted online (as well as physically inside the same cover), and financial bid must be submitted online only at www.wbtenders.gov.in. Supporting/ reference documents as required as mentioned in the Tender Document shall also be physically submitted at the office of Chief Mechanical Engineer, West Bengal Transport Corporation Ltd, 5, Nilgung Road, Kolkata - 700056 before the last date and time. In case of any discrepancy in electronically submitted copy and hard copy, electronically submitted copy will be assumed to be actual.

2.1.1 A signed copy in the format supplied in Annexure 5 has to be submitted in original in a separate closed cover placed in the same cover (envelope) of Technical Bid.

2.2 Cost of Tender Document

Necessary cost of tender document (tender fees) of Rs. 50,000/- (Rs. Fifty thousand only) should be submitted at the office of the Chief Mechanical Engineer, West Bengal Transport Corporation Ltd, 5 Nilgung Road, Belgharia, Kolkata - 700 056 in form of demand draft/ pay order issued from

any nationalized bank/ scheduled bank payable at Kolkata drawn in favour of “West Bengal Transport Corporation Limited”.

2.3 Earnest Money Deposit

(a) EMD amounting Rs. 1.5 crores (Rupees One Crore Fifty Lakhs only) should be submitted at the office of the Chief Mechanical Engineer, West Bengal Transport Corporation, 5 Nilgung Road, Belgharia, Kolkata - 700 056 in the form of demand draft/ pay order/ Bank Guarantee issued from any nationalized bank/ scheduled bank payable at Kolkata drawn in favour of 'West Bengal Transport Corporation Limited'. The bidders are required to submit the DD/ Pay order/ Bank Guarantee as per the instructions given in Tender Document.

(b) Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.

(c) The EMD of unsuccessful Bidders will be returned by the Authority, without any interest, on submission of an application after finalisation of successful bidder.

(d) The Successful Bidder's EMD will be returned after submission of performance security deposit of 10% (Two separate each of 5%) of the Contract Value.

(e) The Authority shall be entitled to forfeit and appropriate the EMD inter alia in any of the events specified in Clause 2.4(g) herein below. The Bidder, by submitting its Bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this Tender Document. No relaxation of any kind on EMD shall be given to any Bidder.

(f) The EMD shall be furnished in Indian Rupees only. No interest shall be payable by the Authority on the EMD.

(g) The EMD shall be forfeited and appropriated by the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

(i) If a Bidder submits a non-responsive Bid. Provided, however, that in the event of encashment of the EMD occurs from operation of this Clause 2.4(g)(i), the extent to which the EMD would be forfeited and appropriated by the Authority shall be restricted to 10% of the value of the EMD.

(ii) If a Bidder withdraws its Bid during the Bid Validity Period as specified in this Tender Document and/or as extended by mutual consent of the respective Bidder(s) and the Authority;

(iii) In the case of Successful Bidder, if it fails within the specified time limit -

- to sign and return the duplicate copy of LOA in accordance with the terms thereof;
- to sign the Contract within the time specified by the Authority; or
- to furnish the Performance Security within the period prescribed in the Contract; or,
- In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

2.4 Eligibility of Bidders

- WBTC invites offers only from eligible and responsible resourceful manufacturers of Electric Vehicles in India, who are a company incorporated under the Companies Act, 1956 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time) having valid permits for manufacturing battery operated electric buses.
- Intending Bidder should have a valid PAN No and GST registration. Copy of the same should be submitted along with the bidding documents.
- Average annual Turnover for the bidder should not be less than Rs 70 Cr for last two financial years ie 2015-16 and 2016-17. Bidders to submit audit report of last two financial years, 2015-16 and 2016-17 for verification of the same along with the Auditor's Certificate for the same.
- The Bidder shall submit copies of its certificate of incorporation and the Memorandum and Articles of Association along with its Bid.
- The manufacturing entity should have experience in manufacturing global standard buses. Supporting documents should be submitted along with the Bid.
- Bidding by one or more entities forming a consortium is not permitted. Bidders representing consortiums/ joint ventures are not eligible for submitting their Bid in response to this Tender Document. Furthermore, brokers, dealers and intermediaries are not permitted to submit any Bid on behalf of other entities.
- A written declaration in the form of an affidavit before notary as to the correctness of all documents submitted and a declaration whether penalty/ debarment had been faced or not under any Govt./Semi Govt./ Autonomous body, etc by the bidder.

2.5 Evaluation of Price Bid

(i) The total price of the Electric Buses and charging stations quoted by the Bidder shall be used for the purpose of evaluation of the Bids and selection of the Successful Bidder will be in accordance with the terms and conditions of this Tender document.

(ii) 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 new Buses and charging stations, provided such Buses are delivered as per the Contracted Delivery Schedule.

(iii) In case of the reasons for delay in the delivery of buses/ charging stations are attributable to the Supplier, any upward revision in the statutory levies shall be payable at the rate prevailing during Contracted Delivery Schedule. The Authority shall not be liable to bear such upward revision.

(iv) Notwithstanding above, in case of the reasons for delay in the delivery of buses and charging stations are attributable to the Supplier, any downward revision in the statutory levies shall be payable as per actual.

(v) The prices quoted for the Electric Buses and charging stations shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the Bidders.

(vi) If rates quoted by two bidders are found to be same, the bidder with higher share of localisation will get preference.

2.6 Number of Bids

No Bidder shall submit more than one Bid pursuant to this Tender Document.

2.7 Cost of Bidding

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

2.8 Right to accept and reject any or all Bids

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

2.9 Verification and Disqualification

(i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

(ii) The Authority reserves the right to reject any Bid and appropriate the EMD if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

(iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the LOA for entering into the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Supplier, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Supplier. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Tender Document and/ or the Contract.

2.10 Clarifications

(i) Bidders requiring any clarification on the Tender Document may notify the Authority in writing or by fax and email at the address provided in the Tender Document. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process. The Authority shall endeavour to respond to the queries within the period specified. The responses will be sent by fax or by e-mail by the Authority to the Bidders. The Authority may upload the queries and its responses on the website www.calcuttatramways.com.

(ii) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

2.11 Amendment of Tender Document

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

(ii) Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website: www.wbtenders.gov.in and/or www.calcuttatramways.com.

(iii) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date. The Authority shall not be responsible for non-despatch of the amendments in the Tender Document, if any, to the prospective Bidders.

2.12 Format and Signing of Bid

i) The Bidder shall provide all the information sought under this Tender Document.

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

(iii) The original and all copies of the Bid shall be typed or written neatly in indelible ink and shall be signed by the Bidder through a person duly authorized to bind the Bidder to the Contract. The authorization to the said person shall be substantiated by a Power-of-Attorney accompanying the Bid. In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid. The person or persons so authorized for signing the bid/bids shall initial all pages of

the bid/bids including printed literature. Each page of the Bid must be numbered at the right hand top corner.

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

The signed bid document should be uploaded www.wbtenders.gov.in

2.13 Language and Numbers

(i) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. All supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

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

2.14 Sealing and Marking of Bids for Physical Submission

Envelope sealed and marked as 'Selection of Bidder for 40 numbers of Electric Buses (Twenty 9metre & twenty 12m) and 40 Charging Facilities (30 slow charging and 10 fast charging) for WBTC'.

(i) The envelope shall be addressed to: ATTN. OF:
Chief Mechanical Engineer
West Bengal Transport Corporation Limited
5, Nilgunj Road, Belgharia, Kolkata -700 056
Email: cme@cstc.org.in; Fax: 033 – 2553 3017; Phone: 033-25531498.

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

2.15 Contents of the Bid

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

2.16 Modifications/ Substitution/ Withdrawal of Bids

(i) The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

(ii) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

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

2.17 Confidentiality

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

2.18 Correspondence with the Bidder

Except as provided in this Tender Document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.19 Deviations

(a) If any deviations are suggested by the Bidders from the Contract and/or Technical specifications for the Buses, the Authority shall determine whether any deviation suggested represents a material deviation.

(b) "Deviation" generally may include (proposed) exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A “material deviation or reservation” is one

which adversely affects in any way the scope, quality, performance or administration of the (proposed) contract, and/or which limits in any substantive way, the Authority's rights or the bidder's obligations under the contract, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible bids at reasonable prices.

(c) Bidders must demonstrate that their offers do not represent any "material deviation or reservation" from the Contract or Technical Specifications in order to be technically qualified and eligible to have their Price Bid opened. Bids found inconsistent with the terms and conditions and/ or specifications of the Tender Document and Bids containing Material Deviations are liable for rejection at the threshold. The decision of the Authority in this regard, shall be final and binding.

(d) Details of proposed/ suggested variations/ deviations/ additions from the Bid specifications/ conditions, if any, should be clearly indicated while sending queries before pre-bid conference. No further suggestions for deviations/ variations/ additions shall be entertained after the pre-bid conference. Any verbal suggestion/proposal of variations/deviations/ additions in the Tender Document made during the pre-bid meeting should also be given in writing to the Authority latest by **11:00 hours on the day of the pre-bid meeting.**

(e) The Authority may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during pre-bid conference. However, the decision of the Authority in this regard shall be final.

2.20 Delivery Schedule

(a) Bidders shall provide delivery terms with regard to the delivery schedule specified in the Tender Document Summary.

(b) Suppliers are required to indicate any deviations, on delivery basis about time period required after approval of prototype. If required, the Authority, at its sole discretion, may revise the delivery schedule with mutual consultation with the Successful Bidder in case of the Bid of the Successful Bidder consist of any deviations, which are not Material Deviations. The Authority shall have right to accept or reject the deviation in delivery schedule as provided in the Tender Document. The revised delivery schedule, if any, shall be part of the Contract that shall eventually be signed between Authority and the Supplier ("Contracted Delivery Schedule").

(c) Failure to comply with the Contracted Delivery Schedule shall attract pre-estimated liquidated damages, risk purchase and other provisions of the Contract.

(d) Notwithstanding the above, in case of the causes of delay in supply of Buses at any stage of the Contracted Delivery Schedule are attributable to the Authority, the Contracted Delivery Schedule shall be modified accordingly from the immediate stage of the delivery schedule.

(e) A bus will be considered delivered on delivery of the bus along with the relevant documents that may be required to get the bus registered with appropriate authority to run the bus on road for carrying passengers as has been specified.

3. Evaluation Of Bids

3.1 The Bidders would be required to submit documents as listed in this Tender Document along with supporting documents.

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

- (a) it is received as per the format specified in Tender Document;
- (b) it is received by the Bid Due Date including any extension thereof as specified therein
- (c) it is signed, sealed, and marked as specified therein;
- (d) it does not contain any condition or qualification; and
- (e) it is not non-responsive in terms hereof.

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

3.4 Notification of Award

a) Selection of successful bidder:

Bidder offering lowest of the sum total of the following costs will be considered as the 'Successful Bidder' provided it satisfies all other relevant clauses mentioned in the Tender document.

1. Cost of 9 metre buses plus
2. Cost of 12 metre buses plus
3. Cost of slow charging station plus
4. Cost of Fast charging station.

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

3.5 Letter of Award and Signing of Contract

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

(b) Upon return of LOA from the Successful Bidder, the Contract in accordance with the form of agreement prescribed with Tender Document would be signed by both Authority and the Supplier within the time period prescribed by the Authority. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract as provided in this Tender Document nor shall it seek any amendment to the Contract.

The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Kolkata in accordance with applicable law, and submit the same in two copies duly stamped and executed within fifteen (15) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

Within seven (7) days of signing of Contract and submission of requisite Performance Security, as specified below, by the Supplier, the Authority shall issue Purchase Order to the Supplier. The Supplier shall acknowledge the signed copy of the Purchase Order within seven (7) days of its receipt.

3.6 Performance Security

Within 15 days of dispatch of the Letter of Award from Authority and before signing of the Contract, the Successful Bidder shall furnish to Authority a Performance Security in form of irrevocable, unconditional bank guarantee issued by a scheduled bank in India in favour of West Bengal Transport Corporation Limited for an amount specified in the Tender Document summary in accordance with the Contract.

3.7 Contacts during Evaluation

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

4. Miscellaneous

4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

4.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

4.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

PART D: FORMAT OF COVER AGREEMENT COMPRISING THE CONTRACT

THIS BUS PROCUREMENT CONTRACT is made on the <dd/mm/yyyy (Authority to specify) > between - ----- (Authority to specify) having principle place of business at ----- (Place and address etc to be specified by Authority) hereinafter called “the Authority” of the one part and M/s. <Name of the Supplier> having its principle place of business at hereinafter called “the Supplier” of the other part.

WHEREAS:

A. The Authority is desirous to procure the New Buses and services to be provided by the Supplier, viz. Procurement of Buses including charging stations plus warranty of 5 (five) years or [any better warranty period offered by the Supplier] and has accepted the Bid submitted by the Supplier for the said Buses and services.

B. The Supplier 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 Tender Document.

NOW THIS CONTRACT WITNESSETH as follows:

1. In this Contract words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The Contract comprises of the following documents:

- (1) This cover agreement;
- (2) Schedules to the Contract, including the General Conditions of Contract;
- (3) Tender Document dated 29/01/2018 in its entirety
- (4) Addendum and Response to Queries dated 10/02/2018
- (5) Performance Security.
- (6) Bank Guarantee
- (7) LOA dated
- (8) Any amendment or clarifications agreed to between the Parties whether by way of letters or agreements.

In consideration of the payments to be made by the Authority to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Authority to discharge the scope of work as provided in the Tender Document, including delivery of the Buses and Charging stations and

providing the spares and after sales services, and guarantees the same to be in conformity in all respects with the provisions of the Contract.

4. The Authority hereby covenants to pay the Supplier in consideration of the provision of buses and charging stations and services and guarantee of the same, the Contract Price at the times and in manner prescribed by the Contract.

5. The Supplier agrees that essence of Contract and other contractual obligation shall become effective from the date of Letter of Award i.e. LOA. The Supplier further agrees that pre-estimated damages mentioned in Tender Document, are fair and genuine pre-estimate and not by way of penalty. The Supplier shall not dispute the same in future in any manner.

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

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name

Name.....

On behalf of the Supplier

On behalf of the Authority

In the presence of

In the presence of

Witness

Witness

Name

Name.....

Address.....

Address.....

Schedules to the Contract

Schedule 1: Indicative Proforma for submission of monthly progress report against the contract

Contract No.

Authority/ --- /--- /--- ----- (to be specified by Authority)

Date of Opening: dd/mm/yyyy (Authority to specify)

Date of Reporting: dd/mm/yyyy

Description Due date

Date of Submission/ Delivery

Activity During the Month Cumulative Total

(a) Delivery of Buses (in Nos.)

(b) Inspection of Buses Completed (in Nos.)

(c) Inspection call given (in Nos.)

(d) Under manufacturing at different stages (in Nos.)

* Separate PERT/ Bar Chart etc be also submitted giving details of Activities & Time Schedule.

SIGNATURE AND SEAL OF THE BIDDER

Schedule 2: Inspection Plan

1. Material Inspection

1.1 QUALITY OF MATERIAL

1.1.1 The materials to be used in manufacturing of buses shall conform to the specified Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) surpassing the performance & other requirements as given in the Bus Code AIS 052. In absence of above specifications, Association of State Road Transport Undertakings (ASRTU) Specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred/indicated such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material. Indian and International standards wherever indicated in Technical Specification shall be conforming to the Standards as amended up to date/ or latest. Wherever the standards of any item have not been notified as International/ National Standard etc. the Bidder shall provide actual specifications of that item along with the drawings of the items indicating all relevant details. In this case the Bidder shall also submit the certificate for non-availability of International/ National standard etc. The Bidder shall be required to satisfy about all the relevant standards for the material to be used in manufacturing of buses before submitting their Bids.

1.1.2 Supplier can use materials out of the lot, which has been approved by the lab. It is necessary to furnish latest Lab Test Report (as per specification of the contract from CIRT, Pune/ ARAI, Pune/ BIS approved Labs/NABL approved Labs/ ICAT, Mansard) to Authority at the time of inspection at any stage of Bus manufacturing.

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

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

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

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

2.1 The Supplier shall manufacture the Bus strictly in accordance with the technical specifications of the contract. Supplier is not allowed to make any alteration, addition/ deletion, and deviation or leave any defect/ deficiency in the manufacturing of the Bus.

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

2.2 Bus Manufacturer shall note that in case of defects/ deficiencies not attended/ rectified by him at his works during Bus manufacturing, the same shall result in delay in releasing the payment for the Bus in order to enable the Authority to work out the cost of recovery to be made from his bills.

2.3 However, in case any alteration/ addition/ deletion/ deviation, defects/ deficiencies in any manner is found or detected in the Bus at the time of commissioning of the Bus, Authority shall have the right to recover full cost of the material/ fitment etc with 25% of the cost of the material/ fitment etc as compensation/ damages from bills of Bus Manufacturer towards rectifications at his cost. The Authority shall also have a right to make recovery as determined by WBTC, or his authorized representative after costing for defects/ deficiencies, deviations, alterations etc.

2.4 For purpose of recovery of compensation and damages, no notice shall be required to be issued to Bus Manufacturer. However, after cost is assessed and evaluated as per joint inspection carried out in presence of Bus Manufacturer's representative, Bus Manufacturer shall be sent a statement in respect of recovery/ deductions made with details of defects & deficiencies etc. Assessment of the cost of material fitment etc shall be made by the CME or his authorized representative, which shall be final and binding upon the Bus Manufacturer.

2.5 That the Bus Manufacturer shall be responsible and liable to deliver fully built Bus in accordance with the technical specifications, terms & conditions of the contract at Authority's Kolkata (place to be specified by Authority) or at any other unit of the Authority (Authority to specify) from 10-00 AM to 05-00 PM (Authority to specify) on working days. At the time of delivery, either the Bus Manufacturer himself or his authorized representative is bound to be present for joint inspection of fully built Bus. In case, Bus Manufacturer is not present or does not depute his authorized representative at the time of delivery of Bus, he shall not be allowed to urge or say at a later stage that the Bus was inspected in his absence. The inspection shall be carried out by the team of Officials/

Officers of the Authority and defects, deficiencies, change in specifications, additions/ alterations, deviations etc shall be noted down in the register and the same shall be got signed by the two witnesses of the Authority or the Bus Manufacturer's representative as the case may be.

Schedule 3: Provisional Receipt Certificate

(FULLY BUILT ----- BATTERY OPERATED AIR CONDITIONED BUS)

Name of the Bus Manufacturer:

Place of receipt:

Chassis No.

Type of Bus: -----Bus

Date of receipt

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

1) Shortage of Loose Items, if any:-

2) Shortage of Documents, if any:-

3) Visual Inspection Report (damage/ defect/ discrepancies occurred during transit of Bus and the same is to be rectified by M/s before offering for final inspection).

Signatures of the Authorized representative Bus
Manufacturer

Received/Inspected by ---- (Authority to
specify)

Schedule 4: Final Acceptance Certificate

(Fully Built Air Conditioned Battery Operated Electric Bus)

Ref. No.	
Name of the Bus Manufacturer:	
Chassis No.	
Type of Bus	
Dated	
Place of Final Inspection	
Engine No.	
Date of receipt	

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

Requirement as per Contract

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

Signatures of the Authorized representative

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

PART E: GENERAL CONDITIONS OF CONTRACT

1. Contract

1.1. The contract shall be for procuring 40 (forty) (twenty9metre and twenty 12 m) Air Conditioned Battery operated Electric Buses and 40 (forty) (30 slow and 10 fast) charging stations. The buses shall be entirely brand new (the chassis used for fabrication of fully built Bus should be new (not manufactured earlier than 04 months from the date of Purchase Order of fully built Bus) and of the best quality and workmanship to the satisfaction of Inspecting officer and Authority.

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

2. Performance Security

2.1. Supplier shall furnish Performance Security Payable at KOLKATA in the form of Account Payee Demand Draft or in the form of a Bank Guarantee in Proforma prescribed in TENDER DOCUMENT within 15 days from the date of dispatch of the 'Letter of Award' of the Bid by the Authority, for an amount equivalent to the amount as provided in the TENDER DOCUMENT Summary. The Bank Guarantee should be from any Indian nationalized bank/ Schedule Bank. Bank Guarantee should be drawn in favour of "West Bengal Transport Corporation Limited", payable at Kolkata. The total value of contract inclusive of duties and taxes shall be taken into account for calculation of amount of Performance Security.

2.2. If Bidder, having been called upon by Authority to furnish Performance Security, fails to furnish the same, it shall be lawful for the Authority.

(a) to recover from the Supplier the amount of Performance Security by deducting the amount from the pending bills of the Supplier under any contract with the Authority or the Government or

(b) to forfeit the EMD and Terminate the contract or any part thereof and to purchase or authorise the purchase of the buses at the risk and cost of the Supplier.

2.3. In case of delay in submission of Performance Security, Authority shall, without prejudice to other remedies under the contract, levy/ deduct penalty @ 0.25% of total value of the Contract inclusive of duties & taxes for delay of each week or part thereof. The decision of Authority shall be final in this regard. The Supplier agrees that penalty is fair and genuine pre-estimate of the loss that would be occasioned by Authority and it shall not dispute the same in any manner. The penalty shall be recovered from EMD and/ or from any bill of the Supplier submitted against any contract.

2.4. Authority shall be entitled and it shall be lawful on his part to forfeit amount of Performance Security in whole or in part in event of any default, failure or neglect on part of Supplier in fulfilment or performance in any manner whatsoever of the contract under reference or any other contract with the Authority or any part thereof to satisfaction of the Authority. Authority shall also be entitled to deduct from the amount of Performance Security any loss or damage which Authority may suffer or be put to by reason of or due to any act or other default, recoverable by Authority from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the amount of performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Authority shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Supplier under this or any other Contracts with the Authority.

2.5. The Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e. till satisfactory commissioning of the buses at Authority's works and thereafter successful completion of Warranty Period.

2.6. As and when, an amendment is issued to the contract, having an impact on amount and validity of Performance Security, Supplier shall, within fifteen days of receipt of such an amendment furnish to Authority an amendment to Bank Guarantee rendering the same valid for the contract as amended.

2.7. The Bank Guarantee and or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.

2.8. Fresh Performance Security: In the event of encashment of Performance Security by Authority pursuant to an Encashment Notice issued, Supplier shall within 30 (thirty) days of Encashment Notice furnish to Authority fresh Performance Security.

3. Supplier's Responsibility

3.1. The Supplier shall be entirely responsible for execution of contract strictly in accordance with the terms of Technical Specification and General Conditions of Contract, Instruction to Bidder and other conditions of contract.

3.2. Any approval that may be given by Authority or Inspecting Officer or any agency on behalf of “Chief Mechanical Engineer, West Bengal Transport Corporation Limited”, shall only be deemed to be the approval in principle. Notwithstanding such approval Supplier shall be fully and totally responsible for satisfactory performance and compliance with contract specifications and conditions.

4. Quality Assurance Plan, Inspection and Testing

4.1. Supplier shall formulate a Quality Assurance Plan (QAP) to ensure quality product. QAP shall cover quality assurance procedures to be followed and shall be submitted by the Supplier to Authority within two weeks of signing of Contract.

4.2. Authority or representative authorized by the Authority will carry out inspection of Prototype. For any Deficiency noted by the Authority during any stage of the inspection .the Supplier shall initiate immediate remedial actions for the same as advised by the Authority. The Authority or Representative of the Authority shall not be entitled to suggest changes or modifications which are not part of the mutually agreed Bus specifications.

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

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

5. Trial Run

Trial run of the buses will be carried out by the Manufacturer at designated time and location specified by the Authority.

6. Delivery

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

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

6.3. Notwithstanding any inspection and approval by the Inspecting Officer, ownership of the buses shall not pass on to Authority until the buses have been received, inspected and accepted by the Authority.

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

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

7. Inspection of Buses at Destination Station

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

8. Provisional Receipt Certificate

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

9. Removal and Replacement of Rejected Buses

9.1. On rejection of any Bus, subjected to inspection or assessment of performance during commissioning at Authority's premises, such buses shall be removed and replaced by Supplier at

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

9.2. All rejected buses shall in any event and circumstances remain and always be at the risk of the Supplier immediately on such rejection. If such buses are not removed by Supplier within the period aforementioned, Inspecting Officer/ Authority may remove the rejected buses and either return same to the Supplier at the risk and cost of the Supplier by such mode of transport as Authority or Inspecting Officer may decide, or dispose of such buses at Supplier's risk and on his account and retain such portion of proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals and any price refundable by Supplier as a consequence of such rejection.

Authority shall, in addition, be entitled to recover from the Supplier handling and storage charges @ 0.5% of the price of buses per week or part thereof on the rejected buses after expiry of the time-limit mentioned above.

10. Final Acceptance Certificate

10.1. Supplier shall inform about rectification/ removal of defects/ deficiencies observed during Joint Final Inspection within 07 days from date of inspection. Thereafter, Final Acceptance Certificate shall be issued by Authority within 15 days after final inspection and satisfactory commissioning of buses in Kolkata.

11. Payment Procedure

11.1. Payment for the buses and charging stations shall be made in Indian Rupees against bills submitted by Supplier.

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

12. Service Engineering

12.1. Supplier shall furnish information on maintenance practices to be followed for these Buses manufactured to conform to Technical Specification or similar to those offered against the tender, clearly spelling out the following:

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

13. Service Manuals and Spare Parts Catalogues

13.1. Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least 4 sets of each for 20 buses of the same shall be supplied without any extra charge, along with the first supply. Detailed spare parts catalogue listing all components manufactured or purchased (four copies for 20 buses) shall be supplied without any extra charge. All manuals shall be sent to Authority in advance of dispatch of buses from manufacturer's works.

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

14. Training

14.1 The Manufacturer/ Supplier shall provide training to minimum 3 drivers and 1 maintenance staff per Bus to operate the buses as well as for Intelligent Transport System fitments which are part of the Bus as per the Specifications

14.2 The Supplier shall have to certify the trainees for the said training programs and a satisfactory note to be issued by trainees at the end of training program

14.3 Training location shall be identified in due course of time and Authority/Client shall provide all relevant approvals for the same.

15. Technical Requirements

15.1. Bus Manufacturer/ Supplier is expected to provide all items required for proper functioning of Buses in accordance with the best current international practices whether included in these specifications or otherwise. The buses shall be highly energy efficient (consume less than 175 kWh energy per 100 km) and shall not contribute to pollution levels. The bus should be made in India with at least 15% localisation.

16. Setting up of Charging Station

16.1. The Supplier will set up at the bus depots as per standards and specifications for charging of the batteries.

17. Duties & Taxes

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

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

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

18. Amendments

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

19. Authority Address

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

Chief Mechanical Engineer,
West Bengal Transport Corporation Ltd
5, Nilgunj Road. Kolkata - 700056
Email:cme@cstc.org.in Fax: 033-25533017, Phone: 033-25531498

20. Delays in Supplier's Performance

20.1. Delivery to be effected without time over-run: The time allowed for and the date specified in the contract or as extended or modified, for delivery & commissioning of buses shall be the essence of the contract and delivery must be completed no later than the date(s) so specified or extended.

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

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

- (a) Extend delivery period for unsupplied/ non-commissioned quantity of buses with imposition of pre-estimated liquidated damages and duties and taxes as per TENDER DOCUMENT
- (b) Forfeit the Performance Guarantee in case of further delay in the supply of remaining quantity of buses; and/ or
- (c) Terminate the contract for unsupplied quantity of buses as per the provision set forth in TENDER DOCUMENT; and
- (d) Effect purchases at the Supplier's risk and cost for unsupplied quantity as per clause 1 hereinafter;

20.4. If at any time during performance of Contract, Supplier encounters conditions beyond its control impeding timely delivery of buses, Supplier shall promptly notify the Authority in

writing of the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, Authority may evaluate the situation and may, at his discretion, extend Supplier's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. The extension, if any, shall not affect condition of time being of the essence of the Contract.

21. Liquidated Damages

21.1. If the Supplier fails to complete the commissioning of same within the delivery period (s) specified in the contract, the Authority shall, without prejudice to other remedies under the contract, levy/ deduct pre-estimated liquidated damages as Specified in the TENDER DOCUMENT of the total value of the unsupplied buses inclusive of duties & taxes which the Supplier has failed to deliver/commission within the period fixed for delivery/ commission for delay of each week or part thereof.

21.2. The amount of pre estimated liquidated damages to be charged under the contract, shall not exceed as the cap provided in the TENDER DOCUMENT.

21.3. Supplier agrees that pre-estimated damages fair and genuine pre-estimate and not by way of penalty. Supplier also agrees that he shall not dispute the same in any manner.

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

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

- a. Supplier shall pay and Authority shall recover pre-estimated liquidated damages from Supplier on buses which the Supplier has failed to deliver within the period fixed for delivery.
- b. All Government Taxes/ Levies, as applicable, on the date of invoicing of the buses shall be payable to the Supplier
- c. Notwithstanding any stipulation in contract for increase in price on any other ground, no such increase in Government taxes / levies etc which takes place after delivery date stipulated in the contract shall be admissible on such of the said buses as are delivered after the said date.
- d. Authority shall be entitled to benefit of any decrease in price on account of reduction in statutory levies/ GST as applicable and any other taxes, duties or on account of any other ground which takes place during the currency of the contract and/ or after expiry of the delivery date stipulated in contract.

Supplier shall allow said benefit in his bills and in absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

23. Progress Reports

23.1. The Supplier shall, render monthly reports concerning progress of the contract and/ or supply of the buses in the Format prescribed as Schedule to the Contract.

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

24. Indemnity

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

25. Safety Measures

25.1. Supplier should take all precautionary measures in order to ensure protection of his own personnel moving about or working on the premises of Authority i.e. Authority.

25.2. Supplier should abide by and conform to all rules and regulations of Authority in force from time to time and ensure that the same are followed by his representatives, agents, sub-Supplier or workmen working in the premises of Authority.

25.3. Supplier should ensure that while working in the premises of Authority, unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and/ or damage to equipment, does not occur.

25.4. Supplier should indemnify and keep the Authority indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises of Authority and any loss or damage to property of Authority sustained due to the acts or omissions of

Supplier irrespective of whether such liability arises under Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time.

26. Consequence of Rejection

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

a) require the Supplier to replace rejected buses forthwith but in any event not later than a period of 30 days from the date of expiry of the rectification period and Supplier shall bear all costs of such replacement including freight and insurance etc., if any, on such replacement and shall not be entitled to any extra payment on that or any other account; or

b) purchase or authorize purchase of quantity of buses rejected of same or similar description (when buses exactly complying with "particulars" are not in opinion of Authority, which shall be final, readily available) without notice to Supplier at his risk and cost and without affecting Supplier's liability as regards supply of any further instalments due under the contract; or

c). Cancel contract and purchase or authorize purchase of buses of same or similar description (when buses exactly complying with particulars are not in the opinion of Authority, which shall be final, readily available) at the risk and cost of Supplier. In the event of action being taken under (b) above or under this sub-clause, the provisions of preceding clause 1 above shall apply as far as applicable.

27. Option Clause

27.1. For any reason, Authority reserves the right to reduce the ordered Buses up to a maximum 30% (Thirty percent) of the total quantity of Buses, (i.e. number of buses ordered in the TENDER DOCUMENT) before issuance of Letter of Award without any change in Unit Price or other Terms & Conditions and allot those buses to the Second Lowest Bidder at the Price offered by the Preferred Bidder.

27.2. Provided no change in quantity of buses ordered has been made at the stage of issuance of LOA as per clause above, the Authority reserves the right to reduce the number of buses ordered by him by maximum 20% (twenty percent) of numbers of buses ordered under LOA on and before issuance of purchase order. Authority reserves the right to increase the number of Buses ordered by him by maximum 20% (twenty percent) of initially contracted numbers of Buses, (i.e.

number of buses ordered in the LOA) before 90 days of completion of delivery as per the contracted schedule without any change in Unit Price or other Terms & Conditions

27.3. Any increase of quantity shall be incorporated through an amendment. For additional quantity, additional delivery period proportionate to delivery period of the ordered quantity, excluding time for submission of prototype, shall be allowed. Supplier shall be allowed two months lead time for arranging raw material and other resources for construction of additional quantity of buses. Supplier shall have to deposit performance security of additional amount separately within 30 days from the date of amendment of increased quantity.

27.4. The Price Bid of the Bidder will be used to determine the total cost (including Bus and, charging station). In the event of reduction of number of Buses and/or charging stations, the total Contract price shall be reduced accordingly.

27.5. Any dispute or difference in respect of either interpretation, effect or application of above sub-clause or of amount recoverable there under by Authority from the Bidder/ Supplier, shall be decided by Authority, whose decision thereon shall be final and binding on Bidder/ Supplier.

28. WARRANTY

28.1. Supplier shall be responsible for any defect or failure of Buses or equipment provided in these buses and charging stations due to defective design, material or workmanship for 5 years as Specified in the TENDER DOCUMENT individually for each Bus and each charging station from the date of issuance of Final Acceptance Certificate. The rectification/ replacement of failed components/ equipment shall have to be undertaken by the Supplier free of charge at Authority's workshop/ depot. Supplier shall collect failed & defective components/ equipment from Authority site and send them to the works of the Suppliers at his cost and responsibility. This shall be arranged directly by the Supplier or his representative. Further, should any design modification be required to be made, the period of warranty would commence from the date when the modified design is commissioned in service.

28.2. Supplier shall be required to station required number of competent engineers/ supervisors along with necessary spare parts during commissioning of Buses and charging stations at his cost. Necessary technical personnel shall also be deputed by the Supplier at his cost for investigating defects and failures and carrying out modifications as and when required during the warranty period.

28.3. Supplier shall assure the repair of Bus with the timelines as per the Table below otherwise 1% of contract value of the Bus or Charging station will be payable to WBTC.

Sl. No	Nature of Repair	Repair or Replacement time (in number of days)
1	Minor repair or replacement of parts	Within 24 hours
2	Major repair or replacement of parts	Within 48 hours

Force Majeure

28.4. For purposes of this contract, Force Majeure means an event beyond the control of the parties to contract and not involving either party's fault or negligence and not foreseeable.

28.5. 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.

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

28.7. Any waiver/ extension of time in respect of the delivery of any instalment or commissioning of buses shall not be deemed to be a waiver/ extension of time in respect of remaining deliveries or commissioning of buses or completing balance portion of work.

28.8. 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.

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

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

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

29. Laws Governing the Contract

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

29.2. Irrespective of the place of delivery and the place of payment under the contract, contract shall be deemed to have been made in 'Kolkata' from where the 'Letter of Award' of the Bid has been issued and where the contract is to be performed by delivering the buses.

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

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

29.4.1. The Supplier shall:

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

d. comply with or cause to be complied with provisions of aforesaid Act and Rules wherever applicable in respect of all labour directly or indirectly employed in the contract for performance of the Supplier's part of contract, Supplier.

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

30. Settlement of Dispute and Arbitration

30.1. 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.

30.2. Arbitration

(a) Arbitrators

Any Dispute which is not resolved amicably as provided in Clause 32.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a Retired Justice of High Court as Sole Arbitrator, to be appointed by the "Additional Chief Secretary, Transport Department Govt. Of West Bengal". Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereto. The arbitrator shall issue a reasoned Award.

(b) Place of Arbitration

The place of arbitration shall be Kolkata.

(c) Language

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

(d) Procedure

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

(e) Enforcement of Award

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

(f) Fees and Expenses

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

(g) Performance during Arbitration

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

31. Secrecy

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

31.2. Any breach of the aforesaid conditions shall entitle Authority to cancel the contract and to purchase or authorize purchase of buses at the risk and cost of the Supplier in accordance with Clause 1 thereof as applicable.

PART F: TECHNICAL SPECIFICATIONS

1. Scope

1.1. The specification covers procurement of Electric Buses. The Bus shall be energy efficient; environment, commuter and community friendly, safe and secure for mass transportation of passengers.

Bidder shall comply the following minimum technical specifications and other requirements.

- The buses shall be pure electric: Twenty 9metre and twenty 12 metre air conditioned buses will be procured. They shall be operated on electrically charged batteries.
- Batteries shall be of high quality and quick chargeable with flame proof technology for passenger safety, validated by third party testing centres approved by Government of India
- Both the buses and batteries will be ARAI approved following AIS 049 for bus and AIS 048 for battery. ARAI approved body and battery specifications will have to be provided while submitting the bids.
- Minimum range of the vehicle with battery should not be less than 150km per charge.
- Weight of the battery will have to be provided along with the Gross Vehicle Weight of the bus.
- The buses should be environment friendly and produce zero/minimum emission as possible. The buses shall be highly energy efficient (consume less than 175 kWh energy per 100 km) and shall not contribute to pollution levels. The bus should be made in India with at least 15% localisation.
- Top speed of the vehicle should not be less than 70-80 KMPH.
- Turning angle of the buses to be specified
- Tyres will be ARAI approved.
- Regenerative braking system required.
- Kneeling mechanism should be present.
- ITS as per UBS 2 specifications will be provided in each bus. Provision for ITS and Vehicle controller Unit (VCU) is mandatory so that they can be connected with control room GPRS for trouble shooting during breakdown of vehicle.
- ITS facility of the bidder should be available in Kolkata
- Dealership/ maintenance of ACs of buses should be available in Kolkata
- Provision of passenger information system with destination boards and announcements
- All lights including headlamps and interiors should be LED.
- Charging facility / charging stations to be provided by the Manufacturer / bidder/ vendor. Prices for charging stations will be quoted separately.

- Minimum guarantee regarding battery life will be provided by the manufacturers.
- These electric buses shall comply to the notion of Zero Emission and relevant tests clearances should be received by the Supplier from relevant authorities as mentioned in the MVA/CMVR/ AIS 131. Relevant environmental clearance Certificates should be submitted by the Supplier to the Authority.
- Vendor has to provide training to the drivers and other personnel.
- WBTC will take care that the proposed bus depots are not water logged during rainy seasons or at other times.

Following details to be provided for 9m and 12m electric AC buses and charging facility.

S No	Item	Details	
1	Length of bus	8.5 – 9.5 metres (20 buses) & 11.5 – 12.5 metres (20 buses)	
2	Model Name		
3	Model Number		
4	Vehicle Description		
5	Ground Clearance (mm)		
6	Floor height (mm)	400-900 mm	
7	Gross Vehicle Weight (Kg)		
8	Placement of battery in the bus		
9	Seating and Standing Capacity	Minimum Seating (26+1) for 8.5 – 9.5m buses (32+1) for 11.5 – 12.5m buses	Standing ()
10	Dimension (Length x Width x Height)		
11	Battery Make	Lithium ion battery with reputed make	
12	Battery brand and Country of Import		
13	Other Battery Details including <ul style="list-style-type: none"> • Voltage • Auxilliary Power • Position • Peak power requirement • Sizing • Connector • Temperature Sensors 		

14	Battery Capacity		
15	Battery weight		
16	Vehicle Range per charge (km)	Minimum 150 km per full charge	
17	Life of battery (years)	Minimum 7 years	
18	Controller Details		
20	Battery Charging Type	Slow ()	Fast ()
21	Charging time required		
	Slow Charging (hours)		
	Fast Charging (hours)		
22	Approximate Fuel efficiency (km/kWh)		
23	Chassis Details		
24	Motor Details		
	Power (KW)	120 – 190	
	Operating Range (RPM)		
25	Power Steering	Yes ()	No ()
26	Suspension		
	Front	Air Suspension required	
	Rear	Air Suspension required	
27	Shock Absorber Details		
28	Brake Type		
	Front		
	Rear		
29	Wheel Base Dimensions (mm)		
30	Tyre Details		
	Front		
	Rear		
31	Turning Radius (m)		
32	Gradeability (%)		
33	Kneeling Mechanism		
34	Charging Station details		

GUARANTEED LIFE OF A FEW AC BUS AGGREGATES

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

1.2. Offered Bus specs shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). These shall include, but not be limited to, the Disability Act 1995 as well as state and local accessibility, safety and security requirements. The Buses shall have Logo of WBTC.

2. Quality Assurance

2.1. Supplier shall use materials conforming to relevant Indian/ International standards and shall get the same pre-tested before use, meeting requirements of all the specified parameters to ensure quality of the material specified. Detailed procedure for quality assurance is given in Schedule 2 of the TENDER DOCUMENT. However, random sample of materials as per the list given in the TENDER DOCUMENT picked up and duly sealed by the representative of Authority in presence of the Bidder, out of purchased lot at the works of the manufacturer or out of Bus under fabrication/ completed Bus and shall be sent for testing quality of components at CIRT / ARAI/ BIS approved testing laboratories having testing facilities for testing all parameters of specifications of materials/ items. In the event of failure of samples in lab tests testing shall be conducted in the same way again from the fresh lot.

Supplier shall replace failed materials by those duly passed in lab tests. if the material fails the test, the entire cost of testing shall has to be borne by Supplier.

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

2.3. The inflammable items used in the Bus shall be tested as per IS: 15061 and all type of fuses shall be tested as per AIS 028 up to 25 Amp and fuses of higher ratings as per relevant standard.

3. Statutory Requirement

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

Authority reserves the right to alter, modify, change the specifications as per requirement to suit the latest provisions of CMVR/ any other Notifications, safety aspects, emission aspects besides any practical/ operational difficulties etc. faced by Authority. Vehicle Manufacturer shall ensure that all the alterations, changes or modifications in the specifications, if necessary, as mentioned above shall be carried out in the buses built by them as per advice of the Authority without attributing any additional cost. Complete Bus has to be type approved from the approved test agency under CMVR as per specifications laid herein.

While registering every Bus, Vehicle Manufacturers & transport authority shall jointly examine the Bus prior to registration. The registration of such a vehicle would be done only after signing the report jointly by all concerned along with the transport authority.

Supplier shall submit detailed specs of offered Bus against each item / parameter, ensuring that offered Bus specs fulfil and or exceed all requirements.

PART G: ANNEXURES

Annexure 1: Cover Letter

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

TENDER DOCUMENT No. Authority/--- /--- /--- ----- Date: (Last Date of Submission)

Chief Mechanical Engineer,
West Bengal Transport Corporation Ltd
5, Nilgunj Road, Kolkata-700056
Email- cme@cstc.org.in
Fax: - 033-2553 3017
Phone: 033-2553 1498

1. Having examined the 'Instructions to Bidder' 'General Conditions of Contract', 'Technical Specifications' and Annexure for the above Bid, we the undersigned, offer to design, manufacture, supply, test and commission and Guarantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid of the bid submitted separately, or such other sum as may be ascertained in accordance with the conditions.
2. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Preformed / Annexure given in the TENDER DOCUMENT.
3. We undertake, if our Bid is accepted, we shall commence manufacturing of Buses as per delivery schedule offered by us to complete manufacturing, Supply and Commissioning of Buses and to guarantee satisfactory working of the buses/ fulfil our obligations under the Warranty for the period as per TENDER DOCUMENT. We also undertake, to install charging stations and their satisfactory working as per the Warranty as per TENDER DOCUMENT
4. If our Bid is accepted we shall furnish a Bank Guarantee for Performance as Security for due performance of the Contract. The amount and form of such guarantee shall be in accordance with General Conditions of Contract.

5. We have independently considered the amount shown in 'General Conditions of Contract' as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.

6. We agree to abide by this Bid for a minimum period of 120 days from the date of Last date of Submission of Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.

7. This Bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.

8. We understand that you are not bound to accept the lowest or any offer you may receive against this Bid.

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

Dated: dd/mm/yyyy

Signature & Name:

In the capacity ofduly authorized to sign Tenders for and on behalf of
.....

Address

Witness:

Signature:

Name:

Address:

Annexure 2: General Information of the Bidder

Sl. No.	Details	To be filled in by the Bidder	Documents to be submitted by the Bidder
1	Name of the Firm &Registered Office Address		
2	Address		
(a)	Factory with Telephone &FAX No		Registration Certificate of Factory and License for manufacturing Buses
(b)	Office with Telephone &FAX No		
3	Status of the Firm		
4	Name of the person authorized to sign Tender Document:		
5	Bus Design &Evaluation Facilities:		
i	In house facilities (Yes Or No)		
ii	If no, then Name &Address of the Firm to carry out the work Out-sourced		
iii	Confirmation of being an authorized agency under CMVR		Certificate of authorization
6	Details of Inspection Equipment for Quality Assurance available In-house. (The details of Inspecting Equipment for Receipt Stage, In-process Stage of Inspection and Final Inspection)		
7	Details of Inspection Equipment for Quality Assurance of Out-sourced work. (The details of Inspecting Equipment for Receipt Stage, In-process Stage of Inspection and Final Inspection)		
8	Details of available Equipment required for Safety Standards as per MORT&H Notification No. GSR853 (E) dated 19.11.2001. (or latest or others till date)		
9	Design Collaboration - Address &other details - Proof of Collaboration		
10	Manufacturing Collaboration - Address &other Details - Proof of Collaboration		

11	Quality Certificate (from reputed/ recognized Firm) - Certificate No. & Date of Validity		Copies of Certificates.
12	Details of Safety Critical Items with their Type Copies of Certificates. Approval Certificate No. and Date (wherever applicable)		Copies of Certificates
13	Details of		
i	Quality Management System Certification (e.g. ISO: 9001-2000)		Copies of Certificates
ii	Quality System Certification (e.g. ISO: 16949-1999)		
iii	Environment Management Certification (ISO:14001- 1996)		Copies of Certificates
iv	Others, if any		Copies of Certificates

Name:

Address:

Mobile No:

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

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

1. Registration Certificates of the Factory.
2. License for Manufacturing Buses.
3. Company incorporation Certificate along with Memorandum of Association and Article of Association
4. Complete list of Instruments/ Equipment required for Inspection at Receipt Stage, In-process Stage and Final Stage.
5. Copies of Type Approval of Complete Bus, Aggregates/ Safety Critical Items as applicable.
6. Copies of Documents in respect to Design Collaboration.
7. Copies of Documents in respect to the Manufacturing Collaboration.
8. Copies of Quality Management System Certificates
9. Copies of Quality System Certificates.

10. Copies of Environment Management System Certificates
11. Submission of item wise / parameter wise details of offered Bus Design in same format
12. Copies of the production capacities of buses –installed and production levels achieved during last three years –year wise.
13. Submission of the General schematic Drawings, Bus Layout, Front, Rear and Both Side Views of the offered design of the Bus.

Note: Copies of Certificates cited above be enclosed.

Annexure 3: Format For Performance

- Details may be given for all types of Bus Chassis/ Complete Buses (both electric and non-electric buses) supplied by Bidder in past two years
- Details are to be furnished for the supplies made by the Bidder or its principal in two years (ending on 31/12/2017) prior to the year in which the date of Opening of Bid falls.

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

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

SIGNATURE AND SEAL OF THE BIDDER

Annexure 4: Statement of Deviation in Delivery Schedule-Not Applicable

The Bidder shall have to submit the deviation in the delivery schedule, if any in the following manner

(Following table is provided for illustration purpose. The Authority may change the schedule of delivery as per different tables provided in the TENDER DOCUMENT based on the requirement)

Delivery schedule for Electric Buses and Charging Stations

Sl No	Stage of Delivery of buses/ charging stations to be completed	Month/Day
1	Inspection of Prototype	Within 45 days from the date of issuance of purchase order
2	At least 50% of total quantity (10buses of 9m length and 10 buses of 12m length)	1st lot within 45days after approval of prototype
3	Rest 50% (10buses of 9m length and 10 buses of 12m length)	2nd lot within 45 days after scheduled delivery of first lot
4	Requirements for setting up of charging station to be intimated to WBTC by the successful bidder	Within 15 days of issue of work order
5	Completion of installation of charging facilities	Within next 45 days

Signature and Seal of the Bidder

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

Annexure 6: Format of Price Bid

Financial bid will have to be submitted online in the website www.wbtenders.gov.in as per BOQ

1. It is hereby certified that we have understood Instructions to Bidders, General Conditions of Contract (including Option Clause thereof), Technical Specification, TENDER DOCUMENT and all other terms and conditions given in the TENDER DOCUMENT and have thoroughly examined Specification given in TENDER DOCUMENT. We are fully aware of the type of Buses required and our offer is to supply Buses and charging units strictly in accordance with requirements and according to the terms of TENDER DOCUMENT. We agree to abide by the conditions of the TENDER DOCUMENT.

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

NOTE:

(i) In case of discrepancy between Unit Price and Total Price, Price as favourable to the Authority shall prevail.

(ii) In case of difference between Price in figures & words, Price quoted in words shall prevail.

(iii) Instructions contained in the 'Instructions to Bidders', 'General Conditions of Contract', 'Technical Specification' & 'TENDER DOCUMENT Summary' may be carefully studied before filling up this 'Price Schedule'.

(iv) Bidder shall clearly indicate breakup of prices in their Bids for Bus Price including government taxes/ levies etc as applicable at the time of filling their Bids.

(v) Prices of each item should be quoted as rate per piece.

(vi) Tender fees to be submitted along with Technical Bid.

3. A separate format as below to be filled up and only hard copy to be signed and submitted in a separate closed cover marked "Price Bid" and placed in the same cover (envelope) of Technical Bid. This need not be scanned and uploaded. However price bid to be also uploaded in the "BOQ" in the online format as available in the website www.wbtenders.gov.in. A sample is shown below in page 64.

Format for Price Bid

A. Price(in INR) of 20(twenty) 9 meter Electric Buses:

Quoted Price (Excluding GST) (1)	GST as applicable (2)	Total Price (1)+(2)	Extent of Localisation in percentage	Subsidy amount proposed to be claimed under FAME Scheme	Balance Amount to paid by WBTC
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B. Price(in INR) of 20(twenty) 12 meter Electric Buses

Quoted Price (Excluding GST) (1)	GST as applicable (2)	Total Price (1)+(2)	Extent of Localisation in percentage	Subsidy amount proposed to be claimed under FAME Scheme	Balance Amount to paid by WBTC
---	---------------------------------	----------------------------	--	--	---

C. Price(in INR) for Chargers for 9 meter Electric Buses

(i) Slow Chargers

Cost of 15 slow chargers excluding GST	GST as applicable (2)	Total Price (1)+(2)	Subsidy amount proposed to be claimed under FAME Scheme	Balance Amount to be paid by WBTC
--	---------------------------------	----------------------------	--	---

(1)				
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(ii) Fast Chargers

Cost of 5 fast chargers excluding GST (1)	GST as applicable (2)	Total Price (1)+(2)	Subsidy amount proposed to claimed under FAME Scheme	Balance Amount to be paid by WBTC
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D. Price(in INR) for Chargers for 12 meter Electric Buses

(i) Slow Chargers

Cost of 15 slow chargers excluding GST (1)	GST as applicable (2)	Total Price (1)+(2)	Subsidy amount proposed to claimed under FAME Scheme	Balance Amount to be paid by WBTC
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(ii) Fast Chargers

Cost of 5 fast chargers excluding GST (1)	GST as applicable (2)	Total Price (1)+(2)	Subsidy amount proposed to claimed under FAME Scheme	Balance Amount to be paid by WBTC
--	--------------------------	------------------------	--	-----------------------------------

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

Sample BOQ:

BOQ181 [Compatibility Mode] - Microsoft Excel

Home Insert Page Layout Formulas Data Review View

Clipboard Font Alignment Number Styles Cells Editing

B14 Price of 20 (twenty) 12 meter Electric Buses with min 32+1 seating arrangement conforming to AIS-052 bus body code latest revision prepared by CMVR.

Tender Inviting Authority: CME, WBTC

Name of Work: Procurement of 40 (Forty) (Twenty 9 metre and Twenty 12metre) Air-conditioned Battery Operated Electric Buses

Contract No: WBTC/CME/NIT-181/2017-18

Name of the Bidder/

PRICE SCHEDULE
 (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)
 (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER	TEXT #	TEXT #	NUMBER	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	NUMBER #	NUMBER #	TEXT #
SL. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	Excise Duty Amount in INR Rs. P	GST Amount in INR Rs. P	Freight Charges (Unloading & Stacking) in Rs. P	Any Other Taxes in Rs. P	Any Other Duties/Levies in Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7)	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in	TOTAL AMOUNT in Words
1	Price of 20 (twenty) 9 meter Electric Buses with min 26+1 seating arrangement conforming to AIS-052 bus body code latest revision prepared by CMVR.	item1	1.00	Nos	0.00							0.00	0.00	INR Zero Only
2	Price of 20 (twenty) 12 meter Electric Buses with min 32+1 seating arrangement conforming to AIS-052 bus body code latest revision prepared by CMVR.	item2	1.00	Nos	0.00							0.00	0.00	INR Zero Only
3	Price of 15 (fifteen) slow Chargers for 9 meter Electric Buses	item3	1.00	Nos	0.00							0.00	0.00	INR Zero Only
4	Price of 5 (five) fast Chargers for 9 meter Electric Buses	item4	1.00	Nos	0.00							0.00	0.00	INR Zero Only
5	Price of 15 (fifteen) slow Chargers for 12 meter Electric Buses	item5	1.00	Nos	0.00							0.00	0.00	INR Zero Only
6	Price of 5 (five) fast Chargers for 12 meter Electric Buses	item6	1.00	Nos	0.00							0.00	0.00	INR Zero Only
Total in Figures												0.00	0.00	INR Zero Only
Quoted Rate in Words														INR Zero Only

Bidders to enter respective data in row 8 and columns 7, 8, 9, 10, 11, 12 in the above format available in BOQ in www.wbtenders.gov.in.

Annexure 6: Format of Letter of Award

[On the letterhead of the Authority]

To: _____

Date: _____

Kind Attention: _____

Subject: Letter of Award for Procurement of ----- Air-conditioned fully built Battery Operated Electric Buses and installation and commissioning of -----charging stations

Dear Sir:

This is to notify you, _____ [Please insert name of Successful Bidder] that your bid dated _____ [please insert the date] submitted pursuant to Request for Proposal for Selection Of A Supplier for Procuring ----- Air-conditioned fully built battery powered electric buses _____ and ----- charging stations dated _____ [Please date on which the document is issued] (“TENDER DOCUMENT”), the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the _____ [Please insert the name of the Authority]:

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

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

1. Countersign this letter of award at the place indicated below to indicate your acknowledgment of the award of the Project by the _____ [Please insert the name of the Authority] to you and return it to the office of _____ [Please insert details of the place of office of the Authority] within a period of [_____] [Please insert the number of days] days from the date of this letter;
2. Submit bank guarantee (four numbers) in favour of “ _____ ” for an amount of Rs. [_____] Rupees

_____ only) [Please insert amount] at the time of execution of the Contract on the date specified below.

3. You are required to send your duly authorised representative (with the proof of due authorisation in the form of power of attorney or a Board Resolution) to execute the Contract (which shall be executed without any deviation from the Contract at [_____] am/pm] (insert time) on [_____] (insert date) at the office of [_____] [Please insert the name and address of the Authority]

[_____] Please insert the name of the Authority] looks forward to working with you on this important Project.

(Authorised Signatory)

[_____] [Please insert the name of the Authority]

Acknowledged and Accepted by _____

Name of the Authorised Person (person authorised under the Bid process and who has a Power of Attorney as required under the TENDER DOCUMENT)

Designation of the Authorised Person

Seal of the Company

Date:

Annexure 7 - Format for Final Acceptance Certificate

West Bengal Transport Corporation Limited
5, Nilgunj Road, Belghoria, Kolkata - 700056
Phone: 25532627/1668/1796/3014/3015/3016/307 (Fax)

FINAL ACCEPTANCE CERTIFICATE

(FULLY BUILT AC BUS)

Ref No.

Name of the Manufacturer:

Chassis No:

Type of Bus:

Dated:

Place of Final Inspection:

Engine No:

Place of Receipt:

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

Sl No	Defect/Deficiencies	Requirement as per contract	Amount of Recovery Rs

Signature of the Authorized Representative

Inspected by (Authority to specify) of Bus Manufacturer