

Request for Proposal
for
Purchase of 9 meter AC bus from
Original Equipment Manufacturer
by Assam State Transport
Corporation

NIT no.:*ASTC/HO/CE(A&T)/026/Tender/AC Bus/2020-21/0945*
dtd: 24.02.2020



Assam State Transport
Corporation (ASTC) Government of
Assam

ASTC, PaltanBazaar
Guwahati, Assam – 781008

Important Dates

#	Particular	Details
1	Publication of Bid	24 th February, 2020
2	Last date and time for Bid Submission	11 th March, 2020 (12:00 PM)
3	Date and time for opening of Bids	11 th March, 2020 (3:00 PM)

1. Request for Proposal

The Managing Director, Assam State Transport Corporation (ASTC) Guwahati, (hereinafter referred to as the Purchaser), invites the tender for 20 (twenty) fully built (9-10) meter AC buses meeting BS-IV emission Norms & requirements Of CMVR 1989 as specified in the RFP .

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the implementation partner of ASTC.

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the EMD.

2. Instruction to Bidders

General

- a) All information supplied by the Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by ASTC on the basis of this RFP.
- b) The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and/ or documents as required will render the bid technically unacceptable.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Contract has been executed by or on behalf of ASTC. Any notification of preferred Bidder status by ASTC shall not give rise to any enforceable rights by the Bidder. ASTC may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of ASTC.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such prior communication.
- e) ASTC reserves the right to delete any item or items or to increase or decrease the quantity of any item or items from the tender schedule.
- f) ASTC reserves the right to accept or reject any or all the tenders without assigning any reason thereof and is not binded to accept the lowest rate.
- g) Any company/firm which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government organization should not participate in the tender during the period of blacklisting. Bids of blacklisted bidders would be summarily rejected. Bidders also need to submit an undertaking for the same.
- h) ASTC reserves the right to cancel the tender process at any stage without assigning any reason thereof.
- i) Proposals must remain valid for 180 days after the submission date.
- j) Bids shall be received by ASTC on the government e-Procurement portal, www.assamtenders.gov.in, before the time and date specified in the RFP. Original hard copy of Pre qualification criteria (except Financial Proposal) along with signed and sealed copy of the RFP shall also be submitted to: **Managing Directors, Assam State Transport Corporation, Paltan Bazaar, Guwahati 781008.**

- k) In the event of the specified date for the submission of Bids being declared a public holiday by the Government of Assam, the Bids will be received up to the appointed time on the next working day. ASTC may, at its discretion, extend this deadline for submission of offers by issuing a corrigendum and uploading the same on ASTC's website and e-Procurement portal.
- l) Bids received later than the due time and date mentioned in the RFP will not be considered for this procurement process.
- m) The Bidder should submit a Power of Attorney authorizing the signatory of the Proposal to commit the Bidder. The format prescribed for Power of Attorney is given at Annexure-III.
- n) Bidders must follow all terms and conditions and instructions of the RFP. If he fails to follow any of the conditions and instructions, his bid is liable for rejection.
- o) All correspondences shall have to be made in English only.

3. Compliant Bids / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - iii. Comply with all requirements as set out within this RFP.

4. Issue of Corrigendum

- a. At any time prior to the last date for receipt of bids, ASTC may, for any reason modify the RFP Document by a corrigendum.
- b. The Corrigendum (if any) will be posted on www.assamtenders.gov.in.
- c. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, ASTC may, at its discretion, extend the last date for the receipt of Proposals.

5. Key Requirements of the Proposal

RFP Document Fees

RFP can be downloaded from the website www.assamtenders.gov.in. Tender processing fee of INR 7,000/- (Rupees Seven Thousand) is to be submitted by the bidder along with the hard copy of the technical proposal i.e pre qualifications by means of Net banking/NEFT/RTGS. Snapshot of proof of payment of tender processing fee should be duly uploaded in the link provided in Assam tenders portal. Proposals received without or with inadequate RFP Document fees shall be summarily rejected. The tender document fee is non refundable.

Earnest Money Deposit (EMD)

Earnest Money Deposit (“EMD”) of amount INR 14,00,000/- (Rupees Fourteen Lakh) is to be submitted by the bidder along with the hard copy of the proposal by means of Internet Banking/NEFT/RTGS

Snapshot of proof of payment of EMD fee should be duly uploaded in the link provided in Assam tenders portal.

a) EMD of all unsuccessful bidders would be refunded by ASTC automatically by online means to their respective bank account once the bidder is notified as unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned automatically online upon submission of Performance Bank Guarantee as per the format provided in Annexure II and declaration of result.

b) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

c) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

d) The EMD may be forfeited:

- If a bidder withdraws its Proposal during the period of Bid/Proposal validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
- If the Selected Bidder fails, within the specified time limit to furnish the Performance Bank Guarantee within the period prescribed therefore in the Contract Agreement.

6. Preparation and Submission of Proposal

Submission of Proposals

- a. Bidders are required to submit the complete Proposal online which includes Pre-qualifications details (soft copy) at www.assamtenders.gov.in as well as through offline (hard copy) mode. The offline documents which includes pre- Qualification details and signed and sealed copy of RFP are to be submitted in a single cover envelope. It should be duly sealed and signed by authorized signatory. Also, a scanned copy of these original documents needs to be submitted online as part of the online bid submission.
- b. The hard copy of the Proposal along with snapshot of proof of Tender processing fee and EMD should be dispatched before the last date and time of bid submission as stated in the RFP to the following address:

**Managing Director, Assam State Transport
Corporation, Paltan Bazaar, Guwahati 781008
Phone: 0361-2739552**

- c. Bidders should submit their responses as per the formats given in this RFP. Bids needs to be uploaded on the website www.assamtenders.gov.in.

- d. **Commercial proposal (Price Bid) shall be submitted only through online mode in the prescribed format i.e. BOQ as uploaded on www.assamtenders.gov.in.**
- e. The Bidder has the option of sending the bid (pre-qualification) either by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. ASTC shall not be responsible for any delay in receipt of the bid. It should be noted that except online Commercial proposal (Price Bid), no other envelope/ document shall contain any information/document relating to Commercial proposal (Price Bid). Nodal Agency shall not be responsible for premature opening of the Price Bid in case of non-compliance of above.
- f. All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory.
- g. The cover of the envelope should clearly indicate the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Bid submission prescribed herein.
- h. The cover of the envelope should clearly indicate the name and reference number of the RFP along with the bidder's complete details as stated above.
- i. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Bid.
- j. The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.
- k. The sequence as delineated in the RFP for submission of requisite documents must be followed and the hard copy of the documents to be submitted must be as per the sequence asked.
- l. **Under no circumstances the price bid is to be submitted in hard copy as it will render the bid from the OEM as invalid/disqualified. The price bid must be uploaded online at the web portal www.assamtenders.gov.in.**

7. Zero Deviation

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

8. Right to No Selection and right to Withdraw the RFP

- a. ASTC may terminate the RFP process at any time and without assigning any reason. ASTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by ASTC. The bidder's participation in this process may result in ASTC selecting the bidder to engage towards execution of the contract.

- c. ASTC reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by ASTC will be full and final.

9. Deadline for Submission of Proposals

Last date and time for submission (Both Online and Offline) is 11th March, 2020 till 12:00 PM. Proposals, in its complete form in all respects as specified in the RFP, must be submitted both online and offline (except Commercial proposal). Proposal shall be uploaded on www.assamtenders.gov.in. as per the above mentioned date and time. Offline submission (except Commercial proposal) should be sent to the following address: Managing Director, Assam State Transport Corporation, Paltan Bazaar, Guwahati 781008 Phone: 0361-2739552.

10. Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained in this matter.
- c. ASTC shall not be responsible for any postal delay or non-receipt/ non- delivery of the documents. No further correspondence on this subject will be entertained.
- d. ASTC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

11. Evaluation

Evaluation Process

- a. ASTC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by ASTC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

12. Tender Opening

- a) The Commercial bid/proposal of the bidders will be opened at 3:00 PM on 11th March, 2020 by the officer (s) authorized by ASTC, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

- b) The representatives of such bidders may remain present at the time of opening of the bids.
- c) The representatives of the bidders are advised to carry an identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal. The details of bonafide representatives must be sent to ASTC on a letter head of the company signed and stamped by authorized signatory.

13.Proposal Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Proposal.

14.Proposal Evaluation

a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive, if Proposals :

- Are not submitted as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

b. **Compliance with technical specifications:-**

Terms & Conditions For Submitting Tender For Supply Of 9 Meter Air Conditioned Buses Meeting BS-IV Emission Norms & Requirements Of CMVR 1989.

General Engine characteristics	4 Cylinder, inter-cooled, turbo-charged
Overall length (mm)	9000-9800
Width (mm)	2400-2500
Height (mm)	2900-3000
Floor Height (mm)	600-750
Seating Capacity	34 + Driver (Min)
Transmission/Gear drive	Automatic transmission
Brake system	Drum Brakes with ABS

Steering System	Power Assisted, adjustable and tiltable
Suspension type	Air Suspension
Minimum Door Aperture without flaps (mm)	750-800
Door	2 Doors provided (Front & Middle) (Middle door 1200 Mm)
System output	24V
Battery	2x12V, 120Ah
Fuel tank capacity	140 L-160L
Emergency exit	Door at rear RHS, rear breakable glass, side breakable window
Emergency kit	Fire extinguisher, First-Aid kit
Luggage Boot	Rear/Side Luggage Boot
Seats	Fixed High Head Rest Seat/ Reclining type seat
Seat Layout	2X2/2x1
Additional feature	Provision for CCTV, GPS, Wifi wiring

S/d-

**Chief Engineer(A&T)
A S T Corporation**

- i. The bid evaluation committee may inspect their product and factory for this purpose.
- ii. The bidder shall himself obtain, at his own expense, all the latest specifications required for the design, manufacture, supply, commissioning, and maintenance and servicing of the buses in accordance with the contract terms.
- iii. The bidder shall comply with all latest applicable Central, State and local laws (including Acts, & Regulations).
- iv. The bus shall meet all applicable Central Motor Vehicles Rules (CMVR) of India/Govt. Safety Norms, Emission & other norms applicable at the date of supply. In the event of any conflict between the requirements emanating from these specification and those as per any statutory/legal requirement, etc. in force, the superior/higher requirements/standard shall prevail.
- v. The bus shall be designed to carry commuters in the urban/sub-urban/municipal area with ease of boarding and alighting especially for ladies, senior citizens and Persons with Disabilities (PWDs). The bus shall be provided with the wheel chair disabled persons friendly access system.
- vi. The bus structure shall meet the requirements of structural strength, stability, deflection, vibration etc. amongst others for at least the following main loads:

Single wheel bump loads

Double wheel bump (diagonally opposite) loads

Braking and acceleration loads

Front impact loads
Roll over loads
Speed breaker induced loads

- vii. The bus body design shall be a proven design duly evaluated by the agencies authorized as per CMVR / Automotive Research Association of India, (ARAI), Pune using Finite Element Analysis for the above loads / performance requirements for values for the above loads / conditions / performance parameters as given in subsequent paragraphs.
- viii. The bus, loaded to Gross Vehicle Weight (GVW), with crush load and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms and service doors.
- ix. The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS) / Automotive Industry Standards (AIS) / specifications and/or other international specifications meeting/surpassing the performance & other requirements as given in the Bus Code. In the absence of the above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred. Specifications/standards followed shall conform to the Specification/Standards as amended /updated or the latest published by the concerned agencies.
- x. Any other provisions/fitments required for safe and efficient operation and/or for fulfilling statutory requirements must be provided in the offered bus.
- xi. Cooling system: To be provided as per the CMVR norms & ARAI/ CIRT.
- xii. Interiors: Should be easily washable with proper drainage and adequately sealed to prevent ingress of dust, gases, water
- xiii. Branding of the project: In addition to the above, any other directions from ASTC or an agency designated by ASTC for the exterior and interior appearance towards branding and identity of the project.
- xiv. Windows:

The window shall be in two-piece design with flat and fixed top window glass and sliding bottom window glasses. The intermediate supporting frame member shall be of adequate size to bear the load of top fixed glass without bending during the life span of the bus of minimum 10 years or 9,00,000 km. whichever is later. The toughened glass wherever used in the body shall be 4.8 mm to 5.3 mm thick. The fixed top window glasses & bottom sliding glasses shall be aesthetically installed. Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system. Windows shall have appropriate beading to minimize vibration. Window frame should be of aluminum with powder coating and sealing with EPDM. Visual light transmittance should be 50% Minimum (CMVR 11(2)). The size and shape of the glasses shall enable even the standees to have maximum outside view without kneeling.

- xv. First aid kit: First aid kit complete with items, medicines, bandages etc. shall be provided as per the provisions of CMVR fitted near driver seat at appropriate position and level on side with proper reinforcement.
- xvi. Tool kit: The manufacturer shall provide a suitable tool kit and other mandatory items as per CMVR (4)/other applicable rules, comprising common tools and other essential items required. The complete list of tools in the tool kit to be supplied with every bus shall be supplied by the

manufacturer. One Hydraulic Jack per bus of a capacity of at least 10 Ton as per design of the bus shall also be supplied.

xvii. Warranty/Guarantee:

The fully built bus shall be covered under Warranty for a minimum of 400000 kms covered or 4 years whichever is earlier from the date of starting the bus into operation after registration. All the assemblies, sub-assemblies, fitments, components would be covered under warranty period as per the commitment of the bus manufacturer at the time of supply of the bus.

xviii. Intelligent Transport System (ITS):

Alphanumeric Dual Display Technology coloured LED based electronic route display system of high intensity illumination with automatic brightness control along with audio- video display system in English,Hindi & Assamese shall be installed at the front and side of bus

xix. 3 (three) hi-resolution CCTV cameras to be installed in the buses. One integrated OBU as per the UBS II norms should be installed. The system should be capable of sending video files via wifi system. These hi-resolution CCTV cameras will be installed in the front of the passenger compartment & other in the rear of the passenger compartment.

xx. The prime bidders should confirm adequate availability of spare parts and after sales services for buses offered in the bid with the self-declaration.

xxi. The bidder, if required by the purchaser, shall promptly furnish further information regarding his capacity / capability, and he would extend all cooperation to the representatives of the purchaser for assessing his capacity/ capability by actual visit to his works/ office.

Criteria for Selection of Bidder:-

- a. **Commercial proposals of technical qualified bidders, i.e bidders who meet the pre-qualification criteria shall be evaluated for lowest commercial bid (L1).**
- b. **The commercial bids shall comprise of the price of the vehicle quoted and the AMC rates offered for 5 (five) consecutive years inclusive of taxes as applicable.**
- c. L1 bidder may be awarded the work under this tender.

15.Performance Security/ Performance Bank Guarantee (PBG)

- a. On receipt of Letter of Award (“LoA”) from ASTC, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10% of the total project cost defined in this RFP on or before the signing of the subsequent Contract, within 15 days from notification of the LoA, unless specified to the contrary. In case the successful Bidder fails to submit Performance Guarantee within the stipulated time, ASTC may at its sole discretion cancel the LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- b. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - a demand draft, or a bank guarantee from any of the scheduled nationalized banks in the format prescribed at Annexure II.

- be confirmed for payment by the branch of the bank giving the bank guarantee at Guwahati.
- c. The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to ASTC:
 - If the Successful Bidder is not able to submit the requisite documents stated in the RFP to the satisfaction of ASTC.
 - If the Successful Bidder is not able to commission the projects to the satisfaction of ASTC, for which allocation letter/sanction letter has been issued.
- d. The Performance Security shall be valid for 1 (One) year from the date of commissioning of the Project.

16. Eligibility Criteria

Bidders shall comply with the below mentioned eligibility criteria.

SI No.	Eligibility Condition	Proof Document Required
1.	a) Bidder should be a single entity (No consortium bids are permitted). b) Bidder should be incorporated/registered in India under the Companies Act 1956 for at least 5 years* or LLP Act 2008 or the Partnership Act 1932. c) Bidder should be compulsorily registered with the Service Tax Authorities in India.	Bidder shall provide copies of the following: a. Certificate of Incorporation b. CGST/SGST Registration Details c. GST certificate
2.	Bidder shall be an Original Equipment Manufacturer(OEM)	a. Copy of Work Order/ PO/ LOA.
3.	Average annual turnover of the manufacturer during the last three financial year's i.e. 2016- 17, 2017-18 & 2018-2019 shall not be less than Rs 5000.00 lakhs. Last 3 financial years are FY 2016-17, FY 2017-18, FY 2018-19.	Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate).
4	Bidder should have a positive net worth in each of the last 3 financial years. The Net worth of the Prime Bidder should be more than Rs 3000 lakhs. Last 3 financial years are FY 2016-17, FY 2017-18, FY 2018-19.	Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate). Certificate from the Statutory Auditor/ CA certificate.

5	Bidder should not be currently blacklisted or banned by any Govt./Govt. Department/ Govt. Agency/ PSU in India for corrupt or fraudulent practices or non- delivery or non-performance in last 5 years.	An undertaking duly attested by the notary should be provided.
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17.Successful Bidder Selection

i. Award of Contract

a. **Based on the price bid (price of the bus + rates of AMC offered for 5 consecutive years)** quoted by the bidders, ASTC shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ _ and so on (L1 being the lowest quote).

b. The Bidder who has submitted the lowest Price bid shall be selected as the L1 and shall be called for further process leading to the award of the assignment.

c. In case L1 Bidder refuses, then the next lowest Bidder, L2 will be called and so forth.

ii. Notification of Award

a. Prior to the expiration of the validity period, ASTC will notify the successful bidder in writing (LoA) thereby indicating that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, ASTC may like to request the bidders to extend the validity period of the bid. In the event of ASTC not notifying the bidders and no intimation has been sent by the bidders indicating their desire not to extend the bid validity period, bid validity shall be deemed to have been extended by additional 180 days after expiration of previous validity period.

b. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee in the prescribed format, ASTC will notify each unsuccessful bidder and return their EMD online.

c. The issuance of LoA should be considered as a legally binding document until the Contract is executed by both the parties.

18. General Conditions of Contract (GCC)

The scope of work as intended in the RFP includes:

a. **Supply of 20 (twenty) numbers of fully built 9-meter AC buses meeting BS-IV emission Norms.**

b. **The selected bidder shall be responsible for providing Comprehensive Annual Maintenance Contract (AMC) services for the 20 (twenty) numbers of 9 Meter AC buses for a period 5 years.**

19. Variations / deviations

- a. The bidder shall indicate the deviation, if any, from the 'Instruction to bidders, 'General Conditions of Contract' and 'Schedule of requirements' of the bid documents.
- b. The bidder shall indicate the deviations if any from the "Technical specification" of the bid document in the prescribed proforma (Annexure-VIII).
- c. Bids found inconsistent with the terms and conditions and/or specifications of the bid documents are liable for rejection. The decision of the purchaser in this regard, shall be final and binding.

20. Documents establishing bidder's Technical eligibility and qualifications

The bidders shall along with the bid, provide satisfactory evidence acceptable to the purchaser as given below:

The bidder should be a registered Bus Manufacturer based in India and must be a company under Indian Companies Act. Also the warranty certification/declaration for a minimum period of 4 years or 400000 kms, whichever is earlier shall need to be submitted separately.

21. Financial Qualification

In case of single bidder manufacturer:

- i. The Bidder shall have an average turnover for the last three financial years of at least Rs. 50 crores, irrespective of the turnover in each year.
- ii. The Net worth as on March 31st, 2019 of the Bidder should be greater than Rs. 30 crores.
- iii. A bidder should submit last three financial year balance sheet and IT return shall be reckoned as F.Y. 2016-17, 2017-18 and 2018-2019.

All the required / mandatory documents to be submitted along with the bid.

22. Delivery Period

Bidder shall adhere with the delivery schedule as given below:

- i. 10 number of buses are to be delivered on or before 16th March' 2020**
- ii. The remaining 10 number of buses are to be delivered on or before 28th March' 2020**
- iii. The delivery of the buses is to be made as per the requirement intimated by purchaser from time to time.

Payment Terms: Payment for the 20 (twenty) fully built 9 Meter AC buses will be made after the delivery of all the vehicles as per the above timeline.

23. Insurance

For the buses manufactured in India using imported aggregates, in the case of DDP destination contract, marine insurance covering transit risk upto ultimate destination in India (ultimate consignee) will be arranged and paid for by the contractor.

For the buses manufactured in India, the purchaser shall not arrange for any transit insurance etc. separately and the contractor will be responsible till the ordered quantity of all the buses arrives in safe and sound condition at destination complying with all statutory

requirements. The insurance documents in original be submitted along-with the other bus delivery documents. The insurance charges should be clearly indicated separately in the break-up of prices.

The consignee will advise the contractor within 15 days of the arrival of buses at the destination, any loss/ damage etc. of the buses and it shall be the responsibility of the contractor to lodge the necessary claim on the carrier and/ or insurer and pursue the same. The contractor shall, however, at his own cost replace/ rectify the buses lost/ damaged to the entire satisfaction of the consignee, within 20 days from the date of despatch of intimation from the consignee, without waiting for the settlement of the claim.

The successful bidder/contractor shall be entirely responsible for suitable packing wherever required keeping in view the arduous conditions during transportation, handling and storage in tropical conditions (including monsoon) so as to eliminate damage/ deterioration of buses during transit/ trans-shipment/ handling or storage.

INSURANCE AFTER DELIVERY. On acceptance of buses by the purchaser, third party or comprehensive insurance will be arranged by the purchaser at its own cost. However, the contractor will be required to arrange insurance of buses till the same are delivered to and accepted by the purchaser.

24. Bid validity

The bid shall remain valid and open for acceptance for a period of 180 days from the specified date of bid opening.

In exceptional circumstances prior to expiry of the original bid validity period, the purchaser may request the bidder for extension in the period of validity. The request and response thereto shall be made in writing by fax followed by confirmation copy by post. A bidder may refuse the request without becoming liable for forfeiture of Earnest Money. However, a bidder agreeing to the request of extension in the bid validity period will be required to extend the validity of his bid guarantee suitably. Moreover, the bidder agreeing to the request will not be permitted to modify his bid.

25. Deadline for submission of bids

Bids complete in all respects must be received by the purchaser at the address given in the Notice Inviting Tender, not later than the time & date indicated therein. The purchaser may, at his discretion, extend this deadline for the submission of bids by amending the Bid Documents and in that case all rights and obligations of the purchaser and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

Bids may be submitted in person to the purchaser or sent through post or courier service. purchaser shall not be responsible for and shall not take any cognizance of delay/loss in transit. The bids should reach the purchaser before the deadline time and date stipulated in the NIT.

Bids sent through other means of transmission which are not delivered in a sealed envelope may be rejected.

26. Late / delayed bids

Any bid received by the purchaser after the prescribed deadline will not be opened and shall be deemed disqualified and thus rejected.

27. Modification and withdrawal of bids

The bidder may modify or withdraw his bid after submission but before the date and time fixed for submission of the bids, provided that the modification or withdrawal, in writing, is RECEIVED by the purchaser prior to the deadline prescribed for submission of bids so as to open along with the original bids.

The bidder's written modification or withdrawal duly sealed & marked should be delivered in accordance with the provisions of the bid document. The envelope should be super scribed "Amendment/ Withdrawal of Bid", giving the Bid No., Name of work, deadline time & date of opening.

28. Bid opening and evaluation

Bid opening: The Commercial bids of all the bidders will be opened by the purchaser at time, date and place indicated in the bid documents, in the presence of bidders or their representatives who wish to attend the bid opening. The bidders' representatives, who are present, shall sign a register in evidence of their attendance. In the event of the specified date of bid opening being declared holiday for the purchaser, the bids shall be opened at the appointed time and location on the next working day.

The bidder's name, bid amendment/ withdrawals, if any, the presence or absence of the requisite Earnest Money and such other details as the purchaser or his authorised representative, at his discretion, may consider appropriate will be announced at the time of bid opening.

Bids without adequate / appropriate / proper EMD shall be summarily rejected. No further action on such bids shall be taken.

29. Process to be confidential

After the public opening of bids, information relating to the examination, clarifications, evaluation and comparison of bids and recommendations concerning the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

30. Evaluation and comparison of bids

The purchaser will evaluate and compare only those bids determined to be responsive to the requirements of the Bid Documents.

The bidders are required to provide all technical details, as these are required for evaluation purpose & also for quality assurance during fabrication. Bids received without full & complete specifications and drawings are liable to be rejected. The purchaser will examine the bid

to determine whether they are complete, whether the requisite Bid guarantee has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The purchaser shall go through and evaluate the bids and advise accordingly only those bidders whose bids shall be found responsive to the requirements of the bid documents.

The purchaser shall evaluate and compare the price bids of only those bidders who have offered the prices complete in all respect as per the bid documents. The purchaser will arrive at the all-inclusive total price of a bid, after adding following factors:

- Total all inclusive price of all the buses till delivery at Guwahati.
- Bid deviations and other factors, which are in excess of the requirements of the Bid Documents or otherwise result in the accrual of unsolicited benefits to the purchaser, shall not be taken into account in bid evaluation.

31. Award of contract

Subject to above, the purchaser will consider the bidder whose bid has been determined to be responsive, complete and in accordance with the Bid Documents and whose offer on evaluation has been determined to be the acceptable offer for award of contract.

32. Purchaser right to accept any bid and to reject any or all bids

The purchaser reserves the right to accept or reject any bid, and to annul the bid process and reject all bids without assigning any reason.

33. Notification of award

Prior to the expiry of the period of bid validity, the purchaser will notify the successful bidder that his bid has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'Letter of Acceptance') shall name the sum which the purchaser will pay to the supplier in consideration of execution, completion, testing, commissioning, of the buses by the Supplier. The Letter of Acceptance (LOA) shall constitute the formation of the Contract.

34. Signing and acceptance of letter of acceptance

Upon receipt of the 'Letter of Acceptance', the successful bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorised signatory immediately after the date of despatch of letter of Acceptance. However, the contract shall be deemed to be concluded on the date of despatch of the 'Letter of Acceptance' by the purchaser.

Upon return of 'Letter of Acceptance' from the successful bidder, contract in accordance with the form of agreement prescribed with the bid documents, would be signed by both the parties. The successful bidder shall get the correct amount of stamp duty adjudicated, at Guwahati in accordance with the applicable law, and submit the same in two copies duly stamped and executed within thirty days from the despatch of 'Letter of

Acceptance'. The purchaser will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp duty will be paid by the successful bidder.

At the time of signing the contract, the successful bidder shall be required to give an undertaking

35. Performance security

Within 15 days of dispatch of the 'Letter of Acceptance' from the purchaser, the successful bidder shall furnish to the purchaser a performance security for an amount equivalent to 10 % of the contract value.

36. Corrupt practices

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, following definitions are relevant:-

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

If it is found that bidder (s) had engaged in corrupt/fraudulent practice in securing and executing the contract, the purchaser reserves the right:

- (a) not to award contract to such bidder,
- (b) to cancel the contract, if already awarded. In case of cancellation, the purchaser shall be entitled to recover from the bidder/contractor the amount of any loss arising from such cancellation in accordance with the provisions of the bidding documents. The purchaser shall also have the right to forfeit the performance bank guarantee of such bidder, and
- (c) to ban the business dealing with the bidder who engaged in such practices either indefinitely or for a specified period of time.

37. Inspection

"Final Inspection" of buses means inspection of the buses to be carried out at any place in Guwahati as desired by the Purchaser.

On receipt of the buses at the place of delivery, these shall be jointly inspected by the Contractor and the consignee for completeness and satisfactory condition of all equipment's/components. Damages, defects and deficiencies, if any, shall be noted and the Contractor shall initiate immediate action for making good the same under advice to the Purchaser. Any delay in testing and commissioning of these buses due to this will be to the Contractor's account and will be dealt with by the Purchaser.

38. Completion Period

The delivery of the buses has to be completed as per the schedule given below:

- a. 10 (ten) number of buses have to be delivered within 16th March' 2020
- b. The remaining 10 number of buses have to be delivered on or before 28th March' 2020.
- c. In case of any delay of completion of work, Liquidated Damages (LD) as shall be applicable as stated in the RFP.

39. Liquidated Damages (LD) for Delay in Project Implementation

a. ASTC will issue the Letter of Award (LoA) for the Project indicating the Scheduled Commercial Operation Date (SCOD). The Bidder shall complete the delivery of the buses as stated in clause 38, from the date of issue of LoA.

If the bidder fails to commission the sanctioned project within specified time, Liquidated Damages (LD) on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months, the project will get cancelled and the total PBG amount would be forfeited.

Ex: If project is delayed by 30 days then the Liquidated Damages (LD) will be levied as given below.

$$\text{Liquidated Damages (LD)} = [(\text{Performance Security} / 180 \text{ days}) \times \text{delayed days}]$$

b. In case of natural calamity or any reason beyond the control of the successful bidder, the work is not completed within the given timeframe; Nodal Agency may consider grant of extension after the reason/s submitted by the successful bidder is/are found to be satisfactory.

40. Termination for default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part:

- a) if the contractor fails to deliver any or all of the buses or fails to commission the same within the delivery schedule (s) specified in the contract
- b) if the contractor fails to perform any other obligation(s) under the contract.

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

41. Delays in the contractor's performance

Delivery to be effected without time overrun. The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery must be completed not later than the date (s) so specified or extended.

Progress of deliveries: The contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, or such other Officer as may be nominated by the

Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

In case of any delay by the contractor in the performance of his obligations for delivery and commissioning of buses, the purchaser at his discretion may take the following actions:

- (a) Terminate the contract for unsupplied quantity; and/or
- (b) Forfeit the Performance Guarantee; and/or
- (c) Effect purchases at the bidder's risk and cost for the unsupplied quantity; and/or
- (d) Extend the delivery period for the unsupplied/ non-commissioned quantity with imposition of pre estimated liquidated damages and duties and taxes as applicable.

If at any time during performance of the Contract, the contractor should encounter conditions beyond his control impeding timely delivery of the buses, the contractor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the Purchaser may evaluate the situation and may, at his discretion, extend the contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

The contractor shall notify the Purchaser, in writing, of all sub-contracts, awarded under the contract, if not already mentioned in the bid. Such notification in the original bid or later shall not release the contractor from any liabilities or obligations under the contract.

42. Force majeure

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

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, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.

The party which is unable to perform its obligations under the present contract shall, within seven (7) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. There shall be no change in bus price if any change in the tax or any duties.

Any waiver/extension of time in respect of the delivery of any installment or commissioning of buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.

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.

Notwithstanding the provision of clauses 39, 40 and 41, the Contractor shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

43. Indemnity

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the 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 Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor, shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

44. Safety measures

The Contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the premises/depots of the purchaser.

The Contractor should abide by and conform to all the rules and regulations of Purchaser in force from time to time and ensure that the same are followed by his representatives, agents, sub-Contractor or workmen working in the premises/depots of Purchaser.

The Contractor should ensure that while working in the premises/depots of Purchaser, unauthorised, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment, does not occur.

The Contractor should indemnify and keep the Purchaser 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/depots of Purchaser and any loss or damage to property of Purchaser sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time

45. Insolvency and breach of contract

The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Bidder/Contractor in any of the following events, that is to say :-

- a) if the Bidder/Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) if the Bidder/Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

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

46. Laws governing the contract

This contract shall be governed and interpreted in accordance with the laws of India irrespective of the place of delivery and the place of payment under the contract, been made at Guwahati i.e. the place in India from the contract shall be deemed to have where the 'Letter of Acceptance' of bid has been issued and where the contract is to be performed by supplying, commissioning and maintaining the buses.

Jurisdiction of Courts: The Courts of The GHY place from where the 'Letter of Acceptance' of bid has been issued (GHY) and where the contract is to be performed by supplying, commissioning and maintaining the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970.19.4.1 For the supply of buses manufactured:

a) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.

b) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the contract and continue to have a valid License until the completion of the contract. Any failure to fulfil this requirement resulting in non-execution of the contract shall attract the penal provisions of the contract.

c) The Contractor shall pay to labour employed by him directly or through sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his sub-contractors in connection with the said contract, as if the labour had been immediately employed by him.

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

e) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-Contractor 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 the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules, the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under sub-section (2) of section 20, and sub-section (4) of section 21, of the aforesaid Act, the

Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the amount of the Performance Guarantee Bond and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest

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

47. Settlement of dispute and arbitration

In the event of any question, dispute or differences arising under these Conditions or in connection with this contract except as to any matter the decision of which is specially provided for by these Conditions, the same shall be referred to the Sole Arbitrator. The party wanting to initiate arbitral proceedings shall intimate in writing to the other party of its intention in this respect.

On receiving such intimation, the other party shall send a list of three persons proposing the names one of whom shall function as sole arbitrator. This shall be done within 30 days from the date such intimation received from the first party. The first party shall then select one person out of the list of three persons to function as arbitrator. This shall be done by the first party within 15 days from the date he receives the list from the other party. In case of failure of the second party to furnish a list of 3 persons within the specified period of 30 days, the first party shall get the sole arbitrator appointed through high court in Assam.

In the event of the Arbitrator dying, neglecting or refusing to act, or resigning or being unable to act for any reason it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing arbitrator in the manner aforesaid.

The Arbitrator may from time to time, with the consent of all the parties to the contract enlarge the time for making the award upon every and any such reference. The cost of arbitration shall be shared equally by both the parties unless otherwise decided by the sole arbitrator through the award.

The venue of arbitration shall be Guwahati, India from where the Letter of Acceptance/Contract is issued and where the contract is to be performed by supplying, commissioning and maintaining the buses.

In this clause the authority to appoint the Arbitrator includes, if there be no such authority, the officer who is, for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete provided always that the obligations of the Purchaser, and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the work. The Contractor shall not be entitled to suspend the work. The Purchaser will take further action as per the provision of the contract.

The award of the sole Arbitrator shall be binding on the parties.

The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996, as amended from time to time, including provisions in force at the time of the reference is made.

48. Secrecy

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

Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorize the purchase of the buses at the risk and cost of the Contractor as applicable.

49. Contractor's responsibility

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

Any approval that may be given by the Purchaser shall only be deemed to be the approval in principle. Notwithstanding such approval the Contractor shall be fully and totally responsible for the satisfactory performance and compliance with the contract specifications and conditions.

The Contractor shall be responsible for taking all the necessary approvals and permissions from the Government of India and from the Government of Assam as the case may be and shall be responsible and liable for payment of all statutory and non-statutory dues during the performance of its obligations under the contract.

50. Warranty

The Contractor will be responsible for any defect or failure of Buses or equipment's provided in these buses due to defective design, material or workmanship, for a minimum period of 4 years/ 400000 kms whichever is later, after the bus registration or operation of buses whichever is earlier from the date of placement in service after registration from Transport Department, Guwahati, Assam. The warranty acceptance to be provided separately.

51. Approval of design

The design shall be developed based on the requirements given in the Technical Specification & sound engineering practices. The entire design shall be submitted by the successful Contractor with supporting technical data to the Purchaser for approval, before commencing manufacture. However, the Contractor shall be required to obtain Type Approval, Conformity of Production (COP) for the buses from the authorized agencies as per latest CMVR. In addition, Finite Element Analysis (FEA) approval shall be required to be taken from ARAI, Pune or any other agency authorised as per CMVR.

The design shall be developed in S.I. Units (System International)

Approval of the design means the approval of the general design features. Notwithstanding the approval, the Contractor will be wholly and completely responsible for the satisfactory manufacture/supply & performance of these buses offered. The Contractor when

submitting design proposals for approval to the Purchaser, shall draw specific attention to the deviation or departure from the specification/drawing included in the Contract.

52. Inspection of buses at destination station

On receipt of the buses at the place of delivery, these shall be jointly inspected by the Contractor and the consignee for completeness and satisfactory condition of all equipment's/components. Damages, defects and deficiencies, if any, shall be noted and the Contractor shall initiate immediate action for making good the same under advice to the Purchaser. Any delay in testing and commissioning of these buses due to this will be to the Contractor's account and will be dealt with by the Purchaser as per Conditions of the Contract.

53. Removal of rejected buses

On rejection of any bus, subjected to inspection or assessment of performance during testing and commissioning at a place other than the premises of the Contractor, such buses shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 10 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected buses till the price paid for such buses is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the buses or waiver of rejection thereof.

All rejected buses shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such buses are not removed by the Contractor within the period aforementioned, the Inspecting Officer/ Purchaser may remove the rejected buses and either return the same to the Contractor at the risk and cost of the Contractor by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose off such buses at the Contractor's risk and on his account and retain such portion of the 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 the Contractor as a consequence of such rejection.

54. Payment terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract after the delivery of all the buses.

55. Modifications of drawings

The Contractor, after inspection, testing and commissioning of the buses shall correct, where necessary, his drawings and schedule of materials to conform in every respect with the final approved design and shall submit to the Purchaser three copies of the corrected drawings

and schedule of materials showing against each item the material and quantity used per bus and the revised weight.

56. Service manuals and spare parts catalogues

Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least one set plus a soft copy of each for every 5 buses or part thereof of the same shall be supplied without any extra charge, along with the first supply. The draft contents of the manuals shall be submitted for approval of the Purchaser. Detailed spare parts catalogue listing all components manufactured or purchased (one copy for every 5 buses or part thereof) shall be supplied without any extra charge. All manuals shall be sent to the Purchaser in advance of dispatch of the buses from the manufacturer's works.

57. Duties and taxes

The bidders are required to indicate the break-up of duties and taxes payable by them in their price schedule. For the supplies made as per the original delivery schedule, the statutory levies as applicable on the date of supply shall be reimbursed to the contractor at actual.

58. Provisional receipt certificate

The purchaser shall issue provisional receipt certificate within seven working days (excluding the holidays) of receipt of bus (es) in good conditions at place mentioned by purchaser in Guwahati.

59. Final acceptance certificate

The final Acceptance Certificate shall be issued by the Purchaser within 15 days inspection and satisfactory commissioning of the buses at place mentioned by purchaser in Guwahati.

60. Amendments

The Purchaser, without prejudice, can make amendments, and/or modifications in the Contract in writing upto date of issue of letter of acceptance of the offer.

61. Pre-Qualification Details

a) Bidders shall mandatorily fill all the details below and upload the necessary documents as part of the online bid submission of their Proposal at www.assamtenders.gov.in.

b) Bidders should submit a hard copy of their Proposals with RFP Title, NIT No. and Date along with all the related documents stated below and mail/post them to the following address

**Managing Director, Assam State Transport Corporation, Paltan Bazaar, Guwahati 781008
Phone: 0361- 2739552**

Sl. No.	Category	Description	Document furnished (Yes/No)
1	Full Name & Address of the Bidder		
2	Full Name & Local Address in Assam (if any)		
3	Mobile/ Telephone No.		
4	FAX No.		
5	Email ID		
6	Documents in support of address Proof		
7	Tender processing submission proof		
8	Earnest Money submission proof		
9	GST No. with GST registration certificate		
10	PAN No.		
11	Latest GST return filed		
12	Manufacturer (OEM) certificate		
13	Income tax return certificate for financial year 2016-17, 2017-18, 2018-19		
14	Audited financial statements or CA certificate on the CA firm's letter head signed by the CA along with his/her registration number. The CA certificate should also be countersigned by the authorized applicant.		
15	Details of area/local service dealers in all the major cities/towns of Assam should be provided		
16	After sales service provided (Yes/No)		
17	AMC offered (Yes/No)		
18	Type approval certificate from ARAI with necessary drawings		

62. Price Bid (Financial Proposal) (To be submitted online only)

Bidders are required to submit the Price Bid (Financial proposal) online only at Assam tenders portal <https://assamtenders.gov.in/nicgep/app> as per the BOQ template provided in the E-Procurement Portal. **The price bids shall comprise of the price of the vehicle quoted and the AMC rates for 5 (five) years inclusive of all taxes as applicable.**

Bidders must not in any case send the hard copy of the Financial Proposal along with their Bid documents and if done so, their bids will be summarily rejected.

The total project cost should be inclusive of all duties, taxes as well as shipping and freight charges (F.O.R.). The rate should be quoted as Freight on Road (F.O.R) Destination as specified in the RFP. It will be the responsibility of selected bidder to deliver the vehicles at the site as per ASTC requirement at no extra cost beyond the financial quote enclosed in the commercial bid. Payment shall be released only after successful delivery of the buses.

The buses shall have to be delivered at Central Workshop, ASTC, Rupnagar, Guwahati.

S/d-
Managing Director
A S T Corporation

#	Enclosures to the RFP
1.	Tender processing fee (Payment proof)
2.	Bid Bond/ Security/Earnest Money Deposit (EMD) (Payment proof)
3.	Power of Attorney on requisite value of stamp paper (Annexure-II)
4.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)
5.	RFP Document sealed and signed along with the corrigenda and addenda (If any)
6.	Undertaking for Corrupt & Fraudulent Practice (Annexure-IV)
7.	Declaration (Annexure- IV)
8.	Experience Certificates
9.	General Information of the bidder
10.	Address proof document
11.	GST certificate along with latest GST return filed
12.	PAN card
13.	Income tax return certificate for financial year 2016-17, 2017-18,

	2018-19
14.	Original Equipment Manufacturer (OEM) certificate
15.	Documentary evidence of Constitution of the Company/Firm. All documents proving eligibility.
16.	CA certificate
17.	Test certificates from competent authority
18	Technical data sheet of 9 Meter AC buses
19	Copy of Manufacturing /Trade License issued by the competent Licensing Authority for the quoted products (if applicable)
20	Type approval certificate from ARAI with necessary drawings

Note: a) The Bidder should upload the scanned copies of all the above mentioned original documents at www.assamtenders.gov.in as part of the online bid submission in addition to the Price Bid submission.

b) Additionally, a hard copy of the above original documents should either be sent by Registered post/Speed Post or by courier services.

63. General Information of the Bidder

- a. Name of the Company:
 - i. Country of Incorporation:
 - ii. Address of the corporate headquarters and its branch office (s), if any:
 - iii. Phone:
 - iv. E-mail:
 - v. Website:
- b. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder.
 - i. Name:
 - ii. Designation:
 - iii. Name of the firm:
 - iv. Address:
 - v. Telephone No:
 - vi. E-mail Address:
 - vii. Fax No:
- c. Details of individual (s) who will serve as the point of contact / communication for ASTC within the Company
 - i. Name:
 - ii. Designation:
 - iii. Address:
 - iv. Telephone No.:
 - v. E-mail address:
 - vi. Fax No.:

(Signature of Authorized Signatory)

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution is issued.

64. Annexure I:- Format for Performance Bank Guarantee (PBG)

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder) submitting the response to RFP inter alia for **“Purchase of 9 Meter AC Bus From Original Equipment Manufacturer At Assam State Transport Corporation, at.....[Insert name of the place]** in response to the RFP dated _____ issued by Assam State Transport Corporation (hereinafter referred to as ASTC) and ASTC considering such response to the RFP of.....[insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and **Purchase of 9 Meter AC Bus From “Original Equipment Manufacturer” At Assam State Transport Corporation** and issuing Letter of allocation No _____ to (Insert Name of selected Bidder) as per terms of RFP and the same having been accepted by the selected bidder, M/s -----
----- As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally pay to ASTC without demur at Guwahati forthwith on demand in writing from ASTC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected bidder].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFP]. ASTC shall be entitled to invoke this Guarantee till..... [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the ASTC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ASTC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to ASTC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require ASTC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ASTC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ASTC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by ASTC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs..... (Rs..... only) and it shall remain in force until [Date to be inserted on the basis of this RFP] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ASTC serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.....

For

..... (Insert name of bank) Banker's Stamp and full address Dated this day of, 20.....

65. Annexure II:- Power Of Attorney

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We

(Name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr. /Ms.
(name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for " **Purchase of 9 Meter AC Bus From Original Equipment Manufacturer At Assam State Transport Corporation**" in response to the NIT Nodated issued by Assam State Transport Corporation (ASTC), Guwahati including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which ASTC may require us to submit. The aforesaid Attorney is further authorized for making representations to Assam State Transport Corporation, Guwahati and providing information / responses to ASTC, Guwahati representing us in all matters before ASTC, Guwahati and generally dealing with ASTC, Guwahati in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named

..... (Insert the name of the executant company)

through the hand of Mr.

duly authorized by the Board to issue such Power of Attorney Dated this day of

Accepted.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested..... (Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1. (Signature)
Name..... Designation
.....

2. (Signature)
Name..... Designation
.....

66. Annexure III:- Undertaking for Corrupt & Fraudulent Practice

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

67. Annexure IV:- Declaration

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

We declare that:

- a. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country/ Debarred or have failed to execute any previous work of ASTC.

- b. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

Name.....

Designation.....

68. Annexure V:- Financial Turnover & Net Worth

Annual Turnover & Net worth of the Bidder

Year	2016 – 2017	2017 – 2018	2018 – 2019
Turnover (INR)			
Net worth (INR)			

Note:

1. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years shall be submitted as supporting evidence.
2. Applicants shall also enclose certificate from its Statutory Auditors stating its total revenue during each of the past 3 years. In case the applicant does not have a Statutory Auditor, it shall provide the requisite certificate from Chartered Accountant Firm/Chartered Accountant that ordinarily audits the annual account of the party

69. Annexure VI:- Past Experience Details

- i) Details to be given for all types of bus chassis / complete bus supplied by the BUS MANUFACTURER in last 3 years.
- ii) Details to be furnished for the supplies made by the bus manufacturer or his principal in three preceding years ending 31st March 2019.

Sl. No.	Contract placed by (Full address of Purchaser)	Contract No. & Date	Description and Qty. of buses ordered	Value of Contract	Date of completion of delivery (As per contract)

We hereby declare that above information are true and providing such information details are not in violation of any of the Agreements to the best of my knowledge.

(Signature of Authorized Signatory)

Name.....

Designation.....

70. Annexure VII:- Statement Of Deviations (if any) from Technical Specification stipulated in the RFP

The following are the particulars of deviations from the Technical Specifications stipulated in the RFP

SL. NO.	CLAUSE	DEVIATION	REMARKS (Including justification)