



WEST BENGAL TRANSPORT CORPORATION

TENDER DOCUMENT
For

Design, manufacture, supply and commissioning of diesel fuelled fully built Vehicle as per Vehicle Specifications.

Tender Number & Date: WBTC/JMD/NIT-330/2019-20 Dt.28.02.2020.

TENDER FEE : INR 1000/-

Tender floated by : West Bengal Transport Corporation Ltd.

Web- site address : www.wbtenders.gov.in



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PART A: Notice Inviting Tender No WBTC/JMD/NIT-330/2019-20

for *Design, manufacture, supply and commissioning of Diesel fuelled fully built water tanker of the following categories*

Srl No.	Type of Vehicle	Tentative Quantity	Fuel Type	Emission Norm	Power of Engine	Seating Capacity.
1	Water Tanker of 6000 litres Capacity	1	Diesel	Bharat Stage IV	120-140 HP	1+D

1. West Bengal Transport Corporation intends to purchase 1 no. of Fully Built water tanker as per above mentioned details. Tender are invited from reputed national vehicle manufacturers/Dealer/Distributor having relevant capabilities.
2. For interested bidders can download the tender documents from the website:
www.wbtenders.gov.in

Necessary cost of tender document (tender fees) and Earnest Money Deposit should be submitted Online,

3. The interested parties are requested to send queries if any to tramways1873@gmail.com or through FAX/Speed Post/ Courier to reach the Jt Managing Director, West Bengal Transport Corporation before



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Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl No.	Event Description.	Date.
1.	Date of up-loading of NIT	29.02.2020
2.	Last date of submission queries at Paribahan Bhawan(Pre-BID)	04.03.2020 Up to 12-00 hrs.
3	Bid submission Closing date	13.03.2020 Up to 12-00 hrs.
4.	Technical Bid opening date	16.03.2020 After 12-00 hrs.
5.	Financial Bid opening date	16.03.2020 After 12-00 hrs



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PART B: TENDER DOCUMENT SUMMARY

Srl No.	Type of Vehicle	Tentative Quantity	Fuel Type	Emission Norm	Power of Engine	Seating Capacity.
1	Water Tanker of Capacity 6000 Litres min	1	Diesel	Bharat Stage IV	120-140 HP	1+D



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Date of issue of Tender Document.	29.02.2020		
Contact person Address for seeking clarifications on Tender Document	Chief Engineer at Paribahan Bhawan , West Bengal Transport Corporation, 12,R.N Mukherjee Road , Kolkata-700 001 , Email-tramways1873@gmail.com .		
Date & Time of opening Technical Bids	16.03.2020 at 12-00 hrs. At Paribahan Bhawan , West Bengal Transport Corporation, 12,R.N Mukherjee Road , Kolkata-700 001 .		
Cost of Tender Document	Necessary cost of tender document (tender fees) of Rs. 1000/- (In words Rs. One Thousand Only) should be submitted Online in the account of WEST BENGAL TRANSPORT CORPORATION LIMITED A/C No - 11175159061, State Bank of India, Dalhousie Square Branch, IFSC - SBIN0001401		
Bid Security Amount / Earnest Money Deposit	EMD amounting Rs. 30,000/- is to be deposited online in the account of WEST BENGAL TRANSPORT CORPORATION LIMITED A/C No - 11175159061, State Bank of India, Dalhousie Square Branch, IFSC - SBIN0001401		
Performance Security	5% of total value of the contract to be submitted in the form of Bank Guarantee in favour of 'West Bengal Transport Corporation Limited.		
Delivery Schedule	Srl No.	Month/Day	Stage of Delivery of Vehicle to be completed
	1	Within 30.03.2020	
	2		
	3		
11	Payment terms	Payment will be released within 30 days after final acceptance of vehicle.	
12	Warranty Period	Warranty Period for all items shall be of two years after delivery, for up to 2 years from the date of issuance of Final Acceptance Certificate.	
13	Liquidated Damages	<ul style="list-style-type: none"> If the Supplier fails to complete the commissioning of same within the Month/Day wise milestones provided in the Contracted delivery period (s) specified in the contract and if the Supplier is not able to cure such default within the next milestone of the contracted delivery schedule, by supplying combined quantity the Vehicle 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 Vehicle 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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PART C: INSTRUCTIONS TO BIDDERS (ITB)

1. INTRODUCTION

(1) West Bengal Transport Corporation Ltd is a State Transport Undertaking which has been duly authorised by the State Government of West Bengal to procure Water Tanker of the following categories:

A) CHASSIS	
Tank Specification	Cylindrical MS Tank made of 6 mm thick MS Sheet having two chambers with 600mm dia Manhole cover(2 nos) fitted with (i) 50mm dia Delivery GI pipe with GM peet's valve and reduced to 25 mm dia GI pipe, further reduced to 3 nos 15 mm dia GI pipe fitted with 3 nos CP bib cock (ii) 50mm dia Delivery GI pipe with GM peet's valve and fitted with 50 mm dia ribbed PVC flexible pipe with GI socket at one end. The term 'Drinking Water , WBTC ' must be written in all three sides of water tank in English and Bengali as design submitted by Engineer In-charge
Horse Power	120 to 140 HP, 4 Cylinder, front engine, BS-IV, Diesel.
Gear Box	As per CMVR certification
Clutch	Dry friction type single plate organic
Suspension	As per CMVR certification
Steering	Integral hydraulic power assisted steering.
Brake System	Dual Circuit Full air S Cam Brake System.
Tyre Size	8.25 x 16 – 16 PR cross Ply.
Electrical System	12 V or 24 V
Battery	1 no 12V 150 Ah EXIDE Make.
Fuel Tank Capacity	100 to 150 ltrs
Max. Width & Overall Height	2200-2300 mm
Structure	As per CMVR certification
Exterior Paneling	As per CMVR certification
Interior Paneling	
Flooring	



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Seat Upholstery	As per CMVR certification
Emergency Exist	
Driver Door	As per CMVR certification
Side Windows	
Glass Type	Toughened glass for DRIVER windows & doors.
Front Windshield	Laminated Safety, single piece construction.
Sun Visor	1 no. will be provided.
Mirrors	2 nos. rear view.
Wipers	As per CMVR certification
Front Bumper	As per CMVR certification
Rear Bumper	As per CMVR certification
Towing Hook	As per CMVR certification
Battery Compartment	As per CMVR certification
Additional Fitments	Spare wheel carrier to be provided
Driver Seat	To be supplied.
Driver Partition	MS tubular full Driver partition with SLIDING glass.
External Colour	Painting to be done with Akjonobel Dulux(formerly ICI) paint as per given colour Scheme (Booth painting).
Reflective Tape	Reflective tape on front, rear & side.
Other Fitments	seat belts for Driver & Co-Driver, 6 Kg Fire Extinguisher (1 no.), side indicators/ markers (3 nos.) on each side, Mobile Charger



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- (b) The Authority has now decided to undertake a competitive bidding process for selection of a contractor ("**Contractor**") to implement the project of design, manufacture, supply and commissioning of the Vehicle on the terms and conditions specified in this Tender Document

1.2 Scope

The scope of the Project will broadly include the following :

- (a) **Water Tanker:** Design, manufacture, supply and commissioning of diesel fuelled fully built water tanker without Provision of Annual Maintenance Contract. All Bidder should note that the Authority has the right to reduce the number of Vehicle.
- (b) **Compliance with Technical Specifications:** The Water Tanker required against this Tender Document shall confirm to the Technical Specifications provided in the Tender Document and amendments therein, if any. The Bidder shall obtain himself, at his own expense, all the latest specifications required for design, manufacture, supply and commissioning of Water Tanker in accordance with Contract terms. The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Rules, Motor Vehicle Act 1989 (MVA) along with any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery/ registration of Vehicle with concerned transport authority. and also section 109 of Motor VEHICLES Act, 1988 read with Rule 93 and Rule 128 of Central Motor Vehicles Act 1989 and Chapter VII of WB Motor Vehicles Rules.
- (c) **Warranty.** The Successful Bidder shall ensure a warranty period of all items except consumable [2 (two) years [any better warranty period offered by the Contractor], whichever is earlier, to ensure trouble free services and supply of components of Vehicle
- (d) **Spares and after sales service:** The Bidder shall confirm adequate availability of spare parts and after sales



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services in India for the Vehicle offered in the bid by furnishing an undertaking on their official letter head.

(e) ***Insurance:***

(i) Transit insurance:

- (aa) Transit insurance, till delivery/acceptance of Vehicle 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 Vehicle arrives in safe and sound condition at destination as specified by the Authority, complying with all statutory requirements. Insurance documents in original be submitted along with other Vehicle delivery documents. Insurance charges shall be clearly indicated separately in the break-up of prices.

- (bb) The Authority shall advise Successful Bidder within 30 days of arrival of Vehicle at destination, regarding any loss/ damage etc. of Vehicle 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 Vehicle 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 Vehicle by Authority, Authority shall arrange third party insurance at its own cost. The Successful Bidder shall be required to arrange insurance of Vehicle till they are delivered to and accepted by the Authority.

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



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- 1.3 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 Bids on behalf of other entities.
- 1.4 Bidder shall:(i) offer only one model of each of the required type of Vehicle;
- (ii) quote only one rate for the tendered quantity of each type / size of Vehicle;
- (iii) offer Bid for the entire quantity of the type of Vehicle being Bid for, as mentioned in the TENDER DOCUMENT Summary;
- (iv) It is clarified that Bids of those Bidders who offer more than one rate and/ or offer more than one model shall be rejected. Conditional offers/ rates on any account shall not be accepted.

2. INSTRUCTIONS FOR BID SUBMISSIONS

2.1 Brief Description of the Bidding Process

Technical Bids including supporting technical documents must be submitted physically as online uploading at www.wbtenders.gov. In 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 be physically submitted at the Head Office West Bengal Transport Corporation , 12, R. N Mukherjee Road, Kolkata- 700001 before the last date time of bids.

(b) Cost of TENDER DOCUMENT Document

- (a) Necessary cost of tender document (tender fees) of Rs. 1000/- (In words Rs. Onen Thousand Only) should be submitted should be submitted online in the account of WEST BENGAL TRANSPORT CORPORATION LIMITED A/C No - 11175159061, State Bank of India, Dalhousie Square Branch, IFSC - SBIN0001401.
- . Bids that are not accompanied by the tender Document fees shall be considered non- responsive and shall be summarily rejected.

2.3 Earnest Money Deposit

- (b) EMD amounting Rs.30000/- (Rupees thirty thousand only) should be submitted online in the account of WEST BENGAL TRANSPORT CORPORATION LIMITED A/C No - 11175159061, State Bank of India, Dalhousie Square Branch, IFSC - SBIN0001401.
- (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, as promptly as possible.



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- (d) The Successful Bidder's EMD will be returned after submission of performance security bank guarantee of 5% of 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 5% 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 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 -
- (I) to sign and return the duplicate copy of LOA in accordance with the terms thereof;
- (II) to sign the Contract within the time specified by the Authority; or
- (III) to furnish the Performance Security within the period prescribed in the Contract; or
- (IV) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

2.4 Eligibility of Bidders

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

The Bidder shall submit copies of its certificate of incorporation and the Memorandum and Articles of Association along with its Bid.



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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 Bids on behalf of other entities.

The Bidder must fulfill the Eligibility Criteria specified in Clause 2.4.2.

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

(A) Technical Capacity

(i) Bidder shall be engaged in Supply of Diesel fuelled Internal combustion (IC) Engine propelled Vehicles chassis and/ or Fully-built Diesel fuelled IC Engine Propelled Vehicle for at least preceding four years ending on **31.12.2019**.

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

2.4.3 The Bidder shall provide supporting documents duly signed by the authorized representative of the Bidder evidencing its Technical Capacity and Financial Capacity. Copies of all supporting documents are to be self attested by the authorized representative of the Bidder as the true copies.

2.5 Price Bid for the purpose of evaluation

(i) The price of the Vehicle quoted by the Bidder shall be the bid parameter which shall be used for the purpose of evaluation of the Bids and selection of the Successful Bidder in accordance with the terms and conditions of this Tender documents.

(ii) The Price Bid of only the Bidder who qualify in accordance with Clause 2.4, and is declared "Eligible Bidders", shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.

(iii) The price for Vehicle shall include complete break-up of Vehicle price as provided in the Annexure. Bids not containing such break-up of prices are liable to be rejected. Government levies/ duties/ taxes on complete Vehicle as applicable on date of opening of Bids shall be considered for evaluation.

(iv) 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 Vehicle, provided such Vehicle are delivered as per Contracted Delivery Schedule.

(v) In case of the reasons for delay in the delivery of Vehicle are attributable to the Contractor, 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.



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- (vi) Notwithstanding above, In case of the reasons for delay in the delivery of Vehicle are attributable to the Contractor, any downward revision in the statutory levies shall be payable as per actual.
- (vii) The prices quoted for Vehicle shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the Bidders.

2.6 Number of Bids

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



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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:

- (aa) invite the remaining Bidders to submit their Bids as per Clause 2.1(d); or
 - (bb) 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 Contractor either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has _____ already _____ been _____ issued _____ the _____ LOA _____ or



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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 Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the 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 e-mail 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.cstc.org.in
- (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
- (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.
- (iv) The Authority shall not be responsible for non-despatch of the amendments in the Tender Document Document, if any, to the prospective Bidders.



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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 initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed 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-Authority 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.
- (iv) 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 initialed by the person or persons signing the Bid.
- (v) All prices and other information having a bearing on Price shall be written both in figures and words. In case of discrepancy, price given in words shall be considered.

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 words shall prevail.

2.14 Sealing and Marking of Bids for Physical Submission

Envelope sealed and marked as **"Selection of Bidder for New Vehicle as per Vehicle Specifications (Without Provision of Annual Maintenance Contract) for WBTC "**



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- (i) The envelope shall be addressed to:
ATTN. OF: Jt Managing Director
West Bengal Transport Corporation Ltd
12, R N Mukherjee Road, Kol-700 001
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

Save and 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.



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2.19 Deviations

- (a) If any deviations are suggested by the Bidders from the Contract and/or Technical specifications for the Vehicle, 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 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 Document made during the pre-bid conference should also be given in writing to the Authority latest by 1200 hours on next working day of the pre-bid conference.
- (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.
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- (b) Contractors are required to indicate any deviations, on delivery basis about time period required after approval of prototype, if required 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 Contractor (**"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 Vehicle 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.

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

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 Contractor in consideration of completing the Project.



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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 3 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 Contractor 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 3 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 three (3) days of signing of Contract and submission of requisite Performance Security, as specified below, by the Contractor, the Authority shall issue Purchase Order to the Contractor. The Contractor shall acknowledge the signed copy of the Purchase Order within three (3) days of its receipt.

3.6 Performance Security

Within 3 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, save and except as required under Tender Document, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.



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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.
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5.2 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



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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.

5.3 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



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THIS WATER TANKER SUPPLY 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 Contractor> having its principle place of business at hereinafter called "**the Contractor**" of the other part.

WHEREAS:

- A. The Authority is desirous to procure the New Vehicle and services during the warranty period to be provided by the Contractor, viz. Design, Manufacture, Supply & Commissioning of Vehicle including prescribed warranty period of [2 years] or [any better warranty period offered by the Contractor] and has accepted the Bid submitted by the Contractor for the said Vehicle and services.
- B. The Contractor has been selected pursuant to a competitive bid process and has agreed and undertaken to discharge the scope of services in consideration of the Price Bid submitted by it and has submitted the Performance Security as required pursuant to the 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 29/02/2020 in its entirety
 - (4) Addendum and Response to Queries dated _____
 - (5) Consultant's Bid
 - (6) Performance Security.
 - (7) Bank Guaranty
 - (8) LOA dated _____.
 - (9) Any amendment or clarificatory agreed to between the Parties whether by way of letters or agreements.
 3. In consideration of the payments to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to discharge the scope of work as provided in the Tender Document, including delivery of the Vehicle and providing the spares and
-



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

- 4. The Authority hereby covenants to pay the Contractor in consideration of the provision of Vehicle and services and guarantee of the same, the Contract Price at the times and in manner prescribed by the Contract.
5. The Contractor agrees that essence of Contract and other contractual obligation shall become effective from the date of Letter of Award i.e. LOA. The Contractor further agrees that pre estimated damages mentioned in Tender Document, are fair and genuine pre-estimate and not by way of penalty. The Contractor shall not dispute the same in future in any manner.

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

SIGNED, SEALED AND DELIVERED

By the said
Name
On behalf of the Contractor
In the presence of
Witness
Name
Address.....

By the said
Name.....
On behalf of the Authority
In the presence of
Witness
Name.....
Address.....



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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

- 1. Submission of Design/ Drawings
2. Prototype Approval:
3. Commencement of manufacturing activity:
4. Progress of Deliveries:

Table with 3 columns: Activity, During the Month, Cumulative Total

- (a) Delivery of Vehicle (in Nos.)
(b) Inspection of Vehicle 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



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SCHEDULE 2: INSPECTION PLAN

1. **MATERIAL INSPECTION:**

1.1 **QUALITY OF MATERIAL:**

- 1.1.1 The materials to be used in manufacturing of Vehicle shall conform to the specified Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) surpassing the performance & other requirements as given in the CMVR. 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 Vehicle before submitting their Bids.
- 1.1.2 Contractor 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 Vehicle 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 Vehicle need no testing except flammability test and testing of all type of fuses.
- 1.1.4 Vehicle manufacturer shall be required to obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. The Vehicle 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 Contractor shall manufacture the water tanker strictly in accordance with the technical specifications of the contract. Contractor is not allowed to make any alteration, addition/ deletion, and deviation or leave any defect/ deficiency in the manufacturing of the Vehicle.



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Vehicle Manufacturer shall note that the Vehicle shall be manufactured and supplied to the Authority with zero defects. In case, any defects/ deficiencies/ discrepancies are brought to the notice of the Vehicle Manufacturer during inspection at various stages, the same shall be immediately removed in all the Vehicle under manufacturing before clearance is given by the Authority. In case, any defects/ deficiencies observed at various stages and not rectified by the Vehicle Manufacturer before the commissioning of the completed Vehicle at ----(premises and place to be specified by Authority)or at any other unit of the Authority(Authority to specify), Vehicle 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 Vehicle Manufacturer shall note that in case of defects/ deficiencies not attended/ rectified by him at his works during Vehicle manufacturing, the same shall result in delay in releasing the payment for the Vehicle 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 Vehicle at the time of commissioning of the Vehicle, 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 Vehicle Manufacturer towards rectifications at his cost. The Authority shall also have a right to make recovery as determined by the CME (to be specified by Authority), Name of Authority: -----(to be specified by Authority) 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 Vehicle Manufacturer. However, after cost is assessed and evaluated as per joint inspection carried out in presence of Vehicle Manufacturer's representative, Vehicle 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 (to be specified by Authority), Name of Authority: -----(to be



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specified by Authority) or his authorized representative, which shall be final and binding upon the Vehicle Manufacturer.

- 2.5 That the Vehicle Manufacturer shall be responsible and liable to deliver fully built Vehicle 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 A.M to 05-00 P.M (Authority to specify) on working days. At the time of delivery, either the Vehicle Manufacturer himself or his authorized representative is bound to be present for joint inspection of fully built Vehicle. In case, Vehicle Manufacturer is not present or does not depute his authorized representative at the time of delivery of Vehicle, he shall not be allowed to urge or say at a later stage that the Vehicle 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 Vehicle Supplier's representative as the case may be.



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Schedule 3: PROVISIONAL RECEIPT CERTIFICATE

(FULLY BUILT -----
VEHICLE)

Name of the Vehicle Supplier: _____

Place of receipt: _____

Chassis No. _____

Engine No. _____

Type of Vehicle: -----
Vehicle

Date of receipt _____

The fully built Vehicle 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 Vehicle.

- 1) Shortage of Loose Items, if any:-
- 2) Shortage of Documents, if any:-
- 3) Visual Inspection Report (damage/ defect/ discrepancies occurred during transit of Vehicle and the same is to be rectified by M/s _____ before offering for final inspection): -

Signatures of the Authorized representative
Vehicle

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



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Schedule 4: FINAL ACCEPTANCE CERTIFICATE

(Fully Built ----- Vehicle)

Ref. No.

Name of the Vehicle Supplier:

Chassis No.

Type of Vehicle: _____

Dated: _____

Place of Final Inspection: _____

Engine No.

Date of receipt _____

The above said fully built Vehicle 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 ^{Amount of Recovery}

S.No.	Defect/ Deficiencies	Amount of Recovery	
		Rs.	P.

Signatures of the Authorized representative

Inspected by ----(Authority to specify) of the Vehicle Supplier

1. Contract

1.1. The contract shall be for supply (Design, Manufacture, Supply and Commissioning) of Vehicle of



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description, specifications and drawings, and in quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, Vehicle shall be entirely brand new (The chassis used for fabrication of fully built Vehicle should be new (not manufactured earlier

than **04** months from the date of Purchase Order of fully built Vehicle) 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 Vehicle /chassis/items at such times as he may deem fit and to reject any of the Vehicle/ 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. Contractor shall furnish Performance Security

or in the form of a Bank Guarantee

in TENDER

in Proforma prescribed DOCUMENT 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 Ltd", 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. Bank Guarantee shall be valid up to 60 days after the expiry of

warranty period as provided in the TENDER DOCUMENT and as extended for a suitable period by the Contractor in case of any extension of Contracted Delivery Schedule

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 Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any contract with the Authority or the Government or

(c) to forfeit the EMD and Terminate the contract or any part thereof and to purchase or authorise the purchase of the Vehicle at the risk and cost of the Contractor.

2.3. In case of delay in submission of Performance Security, Authority shall, without prejudice to other remedies under the contract, levy/ deduct penalty @ 0.5% of total value of the Contract inclusive of duties & taxes for delay of each week or part thereof. The decision of Authority shall be final in this regard. The Contractor agrees that penalty is fair and genuine pre-estimate of the loss that would be occasioned by Authority and it shall not dispute



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the same in any manner. The penalty shall be recovered from EMD and/ or from any bill of the Contractor 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 Contractor in fulfillment 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 Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Authority shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Authority.

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

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

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, Contractor shall within 30 (thirty) days of Encashment Notice furnish to Authority fresh Performance Security. The provisions set forth in above shall apply mutatis mutandis to such fresh Performance Security.

3. Contractor's Responsibility

3.1. The Contractor 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



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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”**, shall only be deemed to be the approval in principle. Notwithstanding such approval Contractor shall be fully and totally responsible for satisfactory performance and compliance with contract specifications and conditions.

4. Submission of Design

4.1. Vehicle design shall be developed based on requirements given in the Technical Specification & sound engineering practices. The design of Vehicle body shall be submitted by the successful Contractor with supporting technical data to Authority for the purpose of inspection during proto type approval. However, Contractor shall be required to obtain Type Approval for Vehicle and Conformity of Production (COP) as per prevalent CMVR from the authorized agencies as per CMVR. In addition, Finite Element Analysis (FEA) using Computer Aided Engineering (CAE) Techniques for required loads/ performance requirements approval shall be obtained from the authorized test agencies as per CMVR. The Contractor remains liable for ensuring adequacy and safety of the design of the Vehicle.

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

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

5. Quality Assurance Plan, Inspection and Testing

5.1. Contractor shall formulate a Quality Assurance Plan (QAP) to ensure quality product conforming with Part-D. QAP shall cover quality assurance procedures to be followed during all stages of design, planning, procurement, manufacture, , supply and commissioning. QAP shall be submitted by the Contractor to Authority within two weeks of signing of Contract.

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

- Structural assembly stage before paneling in all Vehicle
- Final completion after paneling, and equipping of Vehicle (Fully built Vehicle)

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



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- 5.3. The Authority shall not conduct any laboratory test if the material procurement certificates are submitted by the Contractor at the time of inspection of Vehicle. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for prototype or any other Vehicle, at its own cost. If the material fails the test, entire cost of testing shall have to be borne by the Contractor. The Authority might conduct lab testing mostly as per AIS-052.

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

6. Delivery

- 6.1. Delivery Period: Inspection of prototype Vehicle and thereafter other Vehicle is to be completed within the Contracted delivery schedule.
- 6.2. Contractor shall deliver Vehicle 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 Vehicle shall not pass on to Authority until the Vehicle 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. Contractor shall intimate Authority at least 15 days prior to any inspection at Contractor premises failing which Authority shall not be liable for delay in inspection and supplies of Vehicle. Authority shall conduct inspection within 15 days from the day of receipt of request for inspection from Contractor. Delay in delivery of Vehicle 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 Vehicle at Destination Station

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

8. Provisional Receipt Certificate



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8.1. Authority shall issue Provisional Receipt Certificate within five working days of receipt of Vehicle (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 Vehicle received.

9. Removal and Replacement of Rejected Vehicle

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

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

10. Final Acceptance Certificate

10.1. Contractor 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 Vehicle in Kolkata.

11. Payment Terms

Full & final payment after final inspection and delivery of the vehicle.



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The Contractor shall raise invoice for total cost of Supply of Vehicle as per contract terms for each lot of Vehicle delivered as per Contracted Delivery Schedule at the time of delivery and Final Acceptance of the lot. The Authority shall make payment against the aforesaid invoice. Payment will be released within 30 days after final acceptance of vehicle.

- 11.1. The Contractor shall raise invoice of entire Vehicle purchase cost at the time of payment against Final Acceptance. The Authority shall pay the amount against the aforesaid invoice

12. Payment Procedure

- 12.1. Payment for the Vehicle shall be made in Indian Rupees against bills preferred by Contractor.
- 12.2. 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 Contractor at rates as notified from time to time.

13. Submission of Drawings

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

14. Service Engineering

- 14.1. Contractor shall furnish information on maintenance practices to be followed for these Vehicle 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.

15. Service Manuals and Spare Parts Catalogues

- 15.1. Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially



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prepared for Vehicle and at least 4 sets of each for 20 Vehicle 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 Vehicle) shall be supplied without any extra charge. All manuals shall be sent to Authority in advance of dispatch of Vehicle from manufacturer's works.

- 15.2. Contractor shall also furnish printed price list(valid for the warranty period) giving cost of all components/ assemblies of the Vehicle 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 Vehicle. The Contractor shall give an undertaking along with the Bid that the rates of parts/ discounts etc. quoted by them in the price lists are reasonable and do not exceed rates at which these parts are made available on DGS&D/ ASRTU Rate Contract (RC) / to any other Government Department / Public Sector Undertaking/Authorized Dealers, etc. The rates of spare parts shall be valid for the warranty period from date of submission of printed price list and the price variation will be limited to relevant price index of the Government of India

16. Training

- 16.1. The Contractor shall provide training to minimum 2 drivers and 0.5 maintenance staff per Vehicle
- 16.2. The Contractor shall have to certify the trainees for the said training programs and a satisfactory note to be issued by trainees at the end of training program

17. Technical Requirements

- 17.1. Vehicle Manufacturer/ Contractor is expected to provide all items required for proper functioning of Vehicle in accordance with the best current international practices whether included in these specifications or otherwise. The Vehicle shall be highly energy efficient and shall not contribute to pollution levels.

18. Use of Authority Plant and Equipment

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

19. Duties & Taxes

- 19.1. Bidders are required to indicate breakup of duties and taxes payable by them in their Price Schedule in respect of Price of Vehicle. For the supplies of Vehicle made as per the Contracted delivery schedule, the statutory levies as applicable on the date of supply



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shall be reimbursed to the Contractor at actual.

19.2. For supplies of Vehicle 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 Contractor. In no case, Contractor shall be entitled to any increase in duties and levies imposed after expiry of contracted delivery schedule.

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

20. Amendments

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

21. Authority Address

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

- i) For all Policy, Contractual and Commercial matters:
 - (a) Prior to the award of the Contract:
- ii) For matters relating to design and drawings:

22. Delays in Contractor's Performance

22.1. 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 Vehicle shall be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

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

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

- (a) Extend delivery period for unsupplied/ non-commissioned quantity of Vehicle with imposition of pre-estimated liquidated damages and duties and taxes as per TENDER DOCUMENT



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- (b) Forfeit the Performance Guarantee in case of further delay in the supply of remaining quantity of Vehicle ; and/ or
- (c) Terminate the contract for unsupplied quantity of Vehicle as per the provision set forth in TENDER DOCUMENT; and
- (d) Effect purchases at the Contractor's risk and cost for unsupplied quantity as per clause 1 hereinafter;

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

23. Liquidated Damages

- 23.1. If the Contractor fails to complete the commissioning of same within the delivery period (s) specified in the contract, the Authority shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages as Specified in the TENDER DOCUMENT Summary of the total value of the unsupplied Vehicle inclusive of duties & taxes which the Contractor has failed to deliver/commission within the period fixed for delivery/commission for delay of each week or part thereof.
- 23.2. The amount of pre estimated liquidated damages to be charged under the contract, shall not exceed as the cap provided in the TENDER DOCUMENT Summary.
- 23.3. Contractor agrees that pre-estimated damages fair and genuine pre-estimate and not by way of penalty. Contractor also agrees that he shall not dispute the same in any manner.

24. Acceptance of Vehicle received after the expiry of Delivery Period

- 24.1. Contractor is required to complete supplies within stipulated delivery period. In case Contractor fails to complete the entire/ part quantity of supplies within stipulated delivery period, Authority, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to following conditions:
 - a. Contractor shall pay and Authority shall recover pre-estimated liquidated damages from Contractor on Vehicle which the Contractor has failed to deliver within the period fixed for delivery.
 - b. All Government Taxes/ Levies ,as applicable, on the date of invoking of the Vehicle shall be payable to the Contractor
 - 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



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contract shall be admissible on such of the said Vehicle 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.

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

25. Progress Reports

25.1. The Contractor shall, from time-to-time, render reports concerning progress of the contract and/ or supply of the Vehicle in the Format prescribed as Schedule to the Contract.

25.2. 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.

26. Indemnity

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

27. Safety Measures

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

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

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



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

28. Consequence of Rejection

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

- a. require the Contractor to replace rejected Vehicle forthwith but in any event not later than a period of 30 days from the date of expiry of the rectification period and Contractor shall bear all costs of such replacement including freight and insurance etc., if any, on such replacement and shall not be entitled to any extra payment on that or any other account; or
- b. purchase or authorize purchase of quantity of Vehicle rejected of same or similar description (when Vehicle exactly complying with "particulars" are not in opinion of Authority, which shall be final, readily available) without notice to Contractor at his risk and cost and without affecting Contractor's liability as regards supply of any further installments due under the contract; or
- c. Cancel contract and purchase or authorize purchase of Vehicle of same or similar description (when Vehicle exactly complying with particulars are not in the opinion of Authority, which shall be final, readily available) at the risk and cost of Contractor. In the event of action being taken under (b) above or under this sub-clause, the provisions of preceding clause 1 above shall apply as far as applicable.

29. Option Clause

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

29.2. 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. Contractor shall be allowed two



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months lead time for arranging raw material and other resources for construction of additional quantity of _____
Vehicle. Contractor shall have to deposit performance security of additional amount separately within 30
days from the date of amendment of increased quantity .

- 29.4. The Price Bid of the Bidder will be used to determine the per Vehicle cost, and in the event of reduction of number of Vehicle above the total Contract price shall be reduced accordingly.
- 29.5. 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/ Contractor, shall be decided by Authority, whose decision thereon shall be final and binding on Bidder/ Contractor.

30. Warranty

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

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



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Force Majeure

- 30.4. 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.
- 30.5. 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 fulfillment of contract shall be postponed during the period when such circumstances are operative.
- 30.6. 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 Contractor for not performing his obligations under this clause/ contract.
- 30.7. Any waiver/ extension of time in respect of the delivery of any installment or commissioning of Vehicle shall not be deemed to be a waiver/ extension of time in respect of remaining deliveries or commissioning of Vehicle or completing balance portion of work.
- 30.8. 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.
- 30.9. 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.
- 30.10. 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 Contractor
 - Refund remaining Bank Guarantee against Mobilization Advance in full without deduction of any interest against receipt of balance amount of mobilization advance



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- Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination, except the payment to be made for the Vehicle delivered by the Contractor and to which the Final Acceptance Certificate has been issued, to Contractor

31. Laws Governing the Contract

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

31.2. 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 supplying, commissioning and maintaining the Vehicle.

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

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

31.4.1. The Contractor shall:

- a. comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable 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 Contractor, shall notwithstanding provisions of contract to the contrary, cause to be paid wages to labour indirectly engaged on the contract including any engaged by his authorized network/ Service Provider in connection with said contract, as if the labour had been immediately employed by him.
- d. comply with or cause to be complied with provisions of aforesaid Act and Rules wherever applicable in respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of contract, Contractor.



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31.4.2. In every case in which, by virtue of provisions of aforesaid Act or Rules, Authority is obliged to pay any amount of wages to a workman employed by the Contractor or his authorized network/ Service Provider in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of contingent liability of the Authority due to the Contractor's failure to fulfill his statutory obligations under

the aforesaid Act or the Rules, Authority shall recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Authority under sub-Part (2) of Part 20, and sub-Part (4) of Part 21, of the aforesaid Act, Authority shall be at liberty to recover such amount or part thereof by deducting it from the amount of Performance Guarantee Bond and/or from any sum due by the Authority to the Contractor whether under the contract or otherwise. Authority shall not be bound to contest any claim made against him under sub- Part 2 of Part 20 and sub-Part 4 of Part 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Authority full security for all costs for which Authority might become liable in contesting such claim. The decision of the Authority regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

32. Settlement of Dispute and Arbitration

32.1. 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.

32.2. 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 "Principal 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*.



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(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

33. Secrecy

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

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



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PART E: TECHNICAL SPECIFICATION

1. Scope

1.1. The specification covers design, manufacture, supply and commissioning of Diesel fuelled IC Engine . The Vehicle shall be energy efficient; environment, commuter and community friendly, safe.

Srl No.	Type of Vehicle	Tentative Quantity	Fuel Type	Emission Norm	Power of Engine	Seating Capacity.
1	Fully Built Water Tanker of 6000 Litres Capacity (min)	1	Diesel	Bharat Stage IV	120-140 HP	1+D

1.2. Offered Vehicle 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 Vehicle shall have Logo of WBTC

2. Quality Assurance

2.1. Contractor shall use materials including fasteners 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 doc. 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 Vehicle under fabrication/ completed Vehicle 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.



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

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

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

3. Statutory Requirement

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

4. 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 Vehicle built by them as per advice of the Authority without attributing any additional cost. Complete Vehicle has to be type approved from the approved test agency under CMVR as per specifications laid herein.

5 While registering every Vehicle, Vehicle Manufacturers & transport authority shall jointly examine the Vehicle 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.

6 **Contractor shall submit detailed specs of offered Vehicle against each item / parameter, ensuring that offered Vehicle specs fulfil and or exceed all requirements.**



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PART F: ANNEXURE

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)

Jt Managing Director,

West Bengal Transport Corporation Ltd

12, R N Mukherjee Road
Kolkata-700001

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.

1. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Preformed / Annexure given in the TENDER DOCUMENT Document.
2. We undertake, if our Bid is accepted, we shall commence manufacturing of Vehicle as per delivery schedule offered by us to complete manufacturing, Supply and Commissioning of Vehicle and to guarantee satisfactory working of the Vehicle/ fulfil our obligations under the Warranty for the period as per TENDER DOCUMENT 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 Bid by this Bid for a minimum period of 120 days from the date of Last date of Submission of Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
8. This Bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.

9. We understand that you are not bound to accept the lowest or any offer you may receive against this Bid.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Dated: dd/mm/yyyy

Signature & Name: _____

In the capacity of _____ duly authorized to sign Tenders for and on behalf of



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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 :		
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Registration Certificate of Factory
and License for manufacturing
Vehicle

(a) Factory with Telephone & FAX No.

(b) Office with Telephone & FAX No.

3	Status of the Firm		
5	Vehicle 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. GSR-853 (E) dated 19.11.2001. (or latest or others till date)		
9	Design Collaboration - Address & other details - Proof of Collaboration		

Sl. No.	Details	To be filled in by the Bidder	Documents to be submitted by the Bidder.
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 Approval Certificate No. and Date (wherever applicable)		Copies of Certificates.



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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)		Copies of Certificates.
(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 attested by the authorized person of the Bidder)

1. Registration Certificates of the Factory.
2. License for Manufacturing Vehicle.
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 Vehicle, 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 Vehicle Design in same format
12. Copies of the production capacities of Vehicle -installed and production levels achieved during last three years -year wise.
13. Submission of the General schematic Drawings, Vehicle Layout, Front, Rear and Both



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Side Views of the offered design of the Vehicle.

Note: Copies of Certificates cited above be enclosed.

Annexure 3: Format For Performance Statement

- i) Details may be given for all types of Vehicle Chassis/ Complete Vehicle supplied by Bidder in past three years.
- ii) Details are to be furnished for the supplies made by the Bidder or its principal in three years (ending on dd/mm/yyyy (Authority to specify)) prior to the year in which the date of Opening of Bid falls.

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



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

SIGNATURE AND SEAL OF THE BIDDER



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Annexure 4: Undertaking for the availability of spare parts and after sale service

{On Bidders Letterhead}

Date: (Last Date of Submission)

To,
Jt Managing Director,

West Bengal Transport Corporation Ltd
12, R N Mukherjee Road, Kol-700001

Subject: Undertaking for the availability of Spare Parts and After Sale Service throughout the Supply and Commissioning of Vehicle and Warrantee Period in India as provided in the TENDER DOCUMENT document.

Hereby we Confirm that, with pursuant to the TENDER DOCUMENT document, we shall, for all the time as and when required, endeavour to provide Spare Parts and other Aggregates of the Vehicle and After Sale Service at the destination specified by (Name of Authority).

Name of the Bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory



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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."**



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Annexure 6: Statement Life of Some of Aggregates of supplied Vehicle (Part-I)

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

The guaranteed life of the Vehicle: -----Years-----Kms.



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**Annexure 7: Technical Specification of the offered Vehicle for each type of Vehicle, the bidder intends to bid for.
(Bidders to submit the same and upload as part of online submission BID-B)**

1. Vehicle Characteristics

- 1.1 Name of Model & Variants:
- 1.2 Number of Axles & Wheels:
- 1.3 Vehicle Integral Frame (Overall drawing):
- 1.4 Cross sectional view:
- 1.5 Position & arrangement of engine:
- 1.6 Vehicle Length mm:
- 1.7 Vehicle Width mm:
- 1.8 Vehicle Height (Unladen) mm:
- 1.9 Wheel Base mm:
- 1.10 Wheel Track
mm:
Front:
Rear:
- 1.11 Body Overhang mm : Front end: Rear end : Details of Assemblies:
- 1.12 Engine Manual Transmission / Automatic Transmission System with retarder
- 1.13 Front Axle/ Rear Axle
- 1.14 Steering
- 1.15 Suspension System
- 1.16 Stabilizer Bar
- 1.17 Details of Brake System
- 1.18 Cooling System
- 1.19 Wheels & Tyres
- 1.20 Others

2. Body

- 2.1 Type of Body: (Type-I, As per Vehicle code)
- 2.2 Comfort Category: (NDX, As per Vehicle code)
- 2.3 Dimension drawing & photograph of the vehicle with representative body:
- 2.4 Range of Vehicle dimension (overall):
- 2.5 Material used for construction:
Structure Material:
Size of Sections (Proposed to be used)
- 2.6 Area for Passenger (m²) with number of passengers: For
Seated Passengers with number of seats and layout: For
Standing Passengers:
- 2.7 Maximum Passenger Capacity:
- 2.8 Minimum Ground Clearance at axle:
- 2.9 Minimum Ground Clearance with in the wheel base:
- 2.10 Approach Angle:
- 2.11 Departure Angle:
- 2.12 Ramp-over Angle:

3. Weight

- 3.1 Vehicle kerb weight (kg.).
Front axle:
Rear Axle:
Total:
- 3.2 Gross Vehicle Weight (kg.):
- 3.3 Maximum permissible weights (kg.)
FrontAxle:
Rear Axle:
- 3.4 Max.Stable Inclination:
Left:
Right:

4. Tyres



WEST BENGAL TRANSPORT CORPORATION

- 4.1 Arrangement of Wheels:
Front:
Rear:
- 4.2 Inflation Pressure - Unladen:
Front:
Rear:
- 4.3 Inflation Pressure - Laden
Front:
Rear:
- 5. Body Panels & Flooring**
- 5.1 Outer Panels:
Material:
Thickness:,
- 5.2 Inner Panels:
Material:
Thickness:
- 5.3 ' Roof Panels:
Material:
Thickness:
- 5.4 Flooring:
Material:
Thickness:
Type of Anti-skid Coating & Thickness:
- 6. Service Doors**
- 6.1 No. of Service Doors:
- 6.2 Position and dimensions of Service Doors: Left side:
Right Side
Height
Width
- 9. Bumper**
- 9.1 Material
- 9.2 Size:
Front:
Rear:
- 9.3 External Projection:
- 9.4 Clearance between bumper & body:
- 10. Towing Devices**
- 10.1 Type:
- 10.2 Capacity:
- 11. Rear View Mirrors**
- 11.1 Left, Right and Centre: Name of Manufacturer:
Type:
Dimension & Radius of Curvature:
Standard / Standard mark:
- 12. Internal Lighting & illumination**
- 12.1 Driver Cab Lighting with Illumination intensity:

Annexure 8: Format of Price Bid

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

A. PRICES FOR VEHICLE (IN INDIAN RUPEES-INR):



WEST BENGAL TRANSPORT CORPORATION

Warrantee Km

Warrantee Period (Years)

Services to be provided during Warrantee
(servicing/ consumables/ spare parts etc)

1. It is hereby certified that we have understood Instructions to Bidders, General Conditions of Contract (including Option Clause thereof), Technical Specification, TENDER DOCUMENT Summary and all other terms and conditions given in the TENDER DOCUMENT Document and have

thoroughly examined Specification given in TENDER DOCUMENT Document. We are fully aware of the type of Vehicle required and our offer is to supply Vehicle strictly in accordance with requirements and according to the terms of TENDER DOCUMENT Document. We agree to abide by the conditions of the TENDER DOCUMENT Document.

2. We hereby offer to supply Vehicle detailed above or such portion thereof 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) Prices provided for each Vehicle category in the Column 5 shall be considered for the evaluation. The Bidder quoting Lowest Price for any of the given category shall be considered preferred Bidder.
- (ii) In case of discrepancy between Unit Price and Total Price, Price as favourable to the Authority shall prevail.
- (iii) In case of difference between Price in figures & words, Price quoted in words shall prevail.
- (iv) 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'.
- (v) Bidder shall clearly indicate breakup of prices in their Bids for Vehicle Price including government taxes/ levies etc as applicable at the time of filling their Bids.

SIGNATURE AND SEAL OF THE BIDDER

Annexure 9: Format of Letter of Award

[On the letterhead of the Authority]



WEST BENGAL TRANSPORT CORPORATION

To:

Date: _____

Kind Attention: _____

Subject: Letter of Award for Design, Manufacture, Supply, and Commissioning of Diesel fuelled fully built

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 Contractor for Design, Manufacture, Supply, and Commissioning of Diesel fuelled fully built _____ 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 Vehicle 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 a bank guarantee in favour of " _____ " for an amount of Rs. [_____] Rupees _____ only) *[Please insert amount]* in the format specified in Annexure 15 annexed to the Contract, 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]*



WEST BENGAL TRANSPORT CORPORATION

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
