

FOR UPLOADING ON SCHOOL WEBSITE

DETAILED TENDER NOTICE

1. APS Kaluchak invites tender from reputed vendors/agencies/firms having GST No for the item mentioned below: -

S.No	Detail	Specification
(a)	Purchase of 32 Seater School Bus	Detailed specification as per Appx 'A'

2. The complete bidding process will be offline. All the notifications regarding this tender notice will hereafter be published on the school website www.apskaluchak.edu.in (**under NOTICE BOARD**). Tender documents including details of required technical specifications can be seen and downloaded from the school website www.apskaluchak.edu.in (for further queries please contact mobile No **9086019935** between 0800hours to 1500hours)

3. Tender documents can be submitted by registered post at the School's address or could be physically dropped in the Tender Drop Boxes (01 for Technical Bid and 01 for Commercial Bid) placed at APS Kaluchak Entrance Gate Adjacent to Pari Mahal (Banquet Hall) Jammu, PIN -180010 (J&K) before **18 Jan 2025**.

4. Technical Bid & Commercial Bid is required to be submitted in separate sealed envelopes with heading pertaining to the type of bid (i.e. whether technical or commercial to be clearly specified on the top of the envelope with **nomenclature of the project/work**).

5. The Commercial Bid in respect of only those bidders will be considered whose Technical Bid meets the required specifications/criteria. Rates applicable should **be valid for a period up to next 75 days** from the date of opening of the tender documents.

6. **Liquidated Damages (LD)**. If the vendor fails to complete in full, all deliveries of project within the stipulated period, the vendor shall pay to the customer liquidated damages at the rate of zero point five percent (0.5%) of the total value of undelivered goods, for each complete week of delay or part thereof, of delay up to a maximum of ten percent (10%) of the value of undelivered goods. Thereafter the customer will have the right to terminate the supply order and encash the bank guarantee given for acceptance of the supply order.

7. **Consequential Damages**. Consequential damages @ 0.5% of cost of contract not including AMC per week of delay in commissioning (final acceptance) of the project, subject to a maximum of 5% of the contract cost. This is over and above the LD clause that would be applicable.

8. All vendors are requested to make necessary entry in the register which is kept with security staff at Gate No 1 while dropping bids in the tender boxes.

9. Only printed copy of the tech specification provided by the School (in school website) will be accepted duly signed and stamped by the firm/vendor. Any other Tech Specification apart from the one provided by the school in school website will not be accepted.
10. Vendors will only quote the cost of the project in the commercial bid. Any Tech specification mentioned in commercial bid will be rejected.
11. Bids must include in terms and conditions for the warranty and post warranty period for undertaking of the AMC
12. Only printed copy of the tech specification provided by the school (in school website) will be accepted duly signed and stamped by the firm/vendor. Vendor own specification will not be accepted.
13. Only reputed brands will be accepted. No Chinese/assembled products will be accepted.
14. All vendors are requested to make necessary entry in the register which is kept with security staff at Gate No. 1 while dropping bids in the tender boxes.

Sd/xxxxxxx
Principal

Appx 'A'

TECHNICAL SPECIFICATIONS FOR PURCHASE OF 32 SEATER SCHOOL BUS OUT OF SCHOOL AND DEVELOPMENT FUND FOR THE FINANCIAL YEAR 2024-25

<u>Ser No</u>	<u>Parameters</u>	<u>Compliance/ Dimension</u>
1.	School Bus Colour	Golden yellow.
2.	Width of Golden brown band & its Height from Ground Level (mm)	Band of 150mm + 10mm wide of 'Golden Brown' colour shall be provided on both longitudinal sides of the bus below of the window level.
School Bus Insignia		
3.	Dimension	350x350mm or 350mm in diameter if not possible then 200x200 mm or 200 mm diameter.
4.	Location at Front & at Rear	On the outer surface of the bus in a visible location on the front and the rear.
Emergency Exits		
5.	No. of Emergency Exits	One.
6.	Emergency Exits type (Window/Door)	Door type.
7.	Position of Emergency Exit	There shall be a minimum of one emergency exit and same shall be situated either on the opposite side of the service door or at the rear side of the bus. The lower edge of the emergency door shall be at the level of the bus floor and top edge shall be at the level of window upper edge.
8.	Dimension of Emergency Exit (mm)	Same as entry door.
Vehicle Entry Steps (Normal Steps)		
9.	Height of First/Lower Footstep from Ground level (mm)	300mm.
10.	Depth of step (mm)	PLAIN.
11.	Folding or Retracting steps (Provided/Not provided)	Not Provided.
12.	If provided, its indication through a Buzzer/Flashing light to the driver	NA.
Service Doors		
13.	Whether operated manually or power operator	MANUALLY.
14.	If power operated whether operated Pneumatically / Hydraulically/Electrically	NA.
Interior Protection		
15.	List out parts if any in the gangway lies upto a height of 1200 mm from bus, its radius or Shore hardness	NIL.

Appx 'A' Contd

Ser No	Parameters	Compliance/ Dimension
Storage Racks		
16.	Location	OVERHEAD AND UNDER THE SEAT.
17.	Depth (mm)	300mm.
18.	Seats	31+1.
19.	Seating layout (2x2, 3x2)	2x2/3x2.
20.	Seat Dimension (per child) (Width x Depth) mm	W-265mm: D-350mm.
21.	Parameters	To be submitted by manufacturer / Bus Body Builder.
22.	Type of partition which prevents the child from falling into the step well	PARTITION WALL.
23.	Stop Signal Sign	YES.
24.	Min. letter height of sign (mm)	40mm.
25.	Min. Projection (mm)	150mm.
26.	Passenger Safety	YES.
27.	Provision of flashing light and buzzer or suitable means in case of door/Emergency door is open	YES.
28.	Provision of speed limiting facility as per rule 118 of CMVR	YES.
29.	Engine	BS VI OBD II.
30.	Power	100 HP.
31.	Fuel	Diesel.
32.	Cylinder	4.
33.	Warranty	Engine - 5 years, Transmission - 3 years and Differential - 2 years (unlimited kms).
34.	Side Window	Sliding glass type.
35.	Model	2024.
36.	Insurance	1 Year
37.	To be fitted with Fire Detection and Alarm System / Fire Detection and Suppression System as per Amendment No 10 (02/2019) to AIS-063-2005.	
38.	1 year RC token, 2 years fitness, 5 years permit tax included Power steering, hydraulic brakes	
The above mentioned technical specifications have been taken from Industrial Standards AIS 063:2005 which is placed as Annexure I to Appendix B. Blank Performa for filling up by vendors for submission of technical bids is placed as Annexure II to Appendix B.		

REQUEST FOR PROPOSAL (RFP)

Army Public School
Kaluchak
Jammu

101501/APS BUS/X/G

2024

INVITATION OF BIDS FOR PURCHASE OF 32 SEATER SCHOOL BUS OUT OF SCHOOL AND DEVELOPMENT FUND FOR THE FINANCIAL YEAR 2024-25

1. The Army Public School Kaluchak, Jammu under the Army Welfare Education Society intends to procure **32 Seater School Bus (qty - 01 only)** and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs. The bids so invited will be under the **Open Tender Enquiry (TWO BID SYSTEM)** for and on behalf of the Principal, APS Kaluchak Jammu.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below: -

- | | | |
|---|---|--|
| (a) Bids/queries to be addressed to | - | The Principal, APS Kaluchak |
| (b) Postal address for Sending Bids | - | APS Kaluchak, PO-Gangyal, Jammu |
| (c) Name/designation of the Point of Contact | - | Mr Rajinder Singh
Accountant |
| (d) Telephone numbers of Point of Contact | - | 9797577102 |
| (e) E-mail ids of Point of Contact | - | apskaluchak@awesindia.edu.in ,
apskaluchak1978@gmail.com |
| (f) Second officer representative of the school | - | Vice Principal, APS Kaluchak |

Commented [sk1]: Name & designation of two officers of the org is required as per DPM 2009 para 4.9.2

Synopsis

3. **Broad Description of the Vehicle.** A 32 (32+1) seater school bus, consisting of 2x2/3x2 seating layout, BS VI engine as per Bharat Stage Emission Standards and is fully compliant with the **AIS-063:2005 Requirements for School Buses** including compliance to **AMENDMENT NO. 10 (02/2019) TO AIS-063:2005 Requirements for School Buses**. The vehicle is to have a warranty period covering upto **3 years or 1,00,000 kms** whichever is met first by the buyer. Technical Specifications in detail which will form the basis for comparison during the evaluation of technical bids is placed as Appendix B of the Part I of RFP.

Commented [sk2]: This amendment includes fire safety not mentioned in the main reqmts.

Commented [sk3]: Open Source warranty details of 32 seater school bus. Same mentioned in the later parts of the RFP covering in detail about the same

4. **Critical Dates.** The critical dates with respect to the Tender are as under :-

CRITICAL DATE SHEET			
Ser	Item	Date	Time
(a)	Uploading of Tender Details on School website	R* Day	-
(a)	Pre-bid Meeting	R + 3 Days	10:30 AM
(b)	Publishing of Notice Inviting Tender (Date)	R + 5 Days	08:30 AM
(c)	Bid Submission Start	R + 5 Days	08:30 AM
(d)	Bid Submission End	Date of Tender Publishing(NIT) + 3 Weeks	08:30 AM
(e)	Date of Opening the Tender Box	Following Day after Bid Submission Ends	10:00 AM
(f)	Conduct of Technical Evaluation(TEC)		10:30 AM
(g)	Commercial Bid Opening	Following Day of TEC	10:00 AM
*R Day is the day of physical receipt of approval letter from CFA to the Principal APS Kaluchak for the subject project			

Commented [sk4]: The pd of days are as per relevant paras of DPM 2009 and timings as per conduct of BOO in school.

5. This RFP is divided into five parts as per relevant paras of **DPM 2009**.
- (a) **Part I** - Contains general information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) **Part II** - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), technical specifications, delivery period, mode of delivery and consignee details.
- (c) **Part III** - Contains standard conditions of RFP, which will form part of the contract with the successful bidder.
- (d) **Part IV** - Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.
- (e) **Part V** - Contains evaluation criteria and format for price bids.
6. **Placement of Purchase Order.** The purchase order will be placed on successful conclusion with the L1 Firm.
7. This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

8. In addition to various Appendices and their Annexures, attached with this RFP, reference to various paragraphs of DPM-2009 has been made in the RFP. The DPM-2009 is an open domain document that is available at Gol, MoD website. The link for the same is <https://mod.gov.in/dod/defence-procurement--manual>.

Yours faithfully,

Principal, APS Kaluchak
Project Officer

Enclosures: - As above.

DISCLAIMER

1. This RFP is neither an agreement and nor an offer by the APS Kaluchak to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the APS Kaluchak in relation to the Project. This RFP document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP. Wherever necessary, APS Kaluchak reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. The APS Kaluchak reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP does not imply that the APS Kaluchak is bound to shortlist a Bidder for the Project. The APS Kaluchak also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

PART I - GENERAL INFORMATION

1. This part consists of the general requirement of the Goods (also referred as equipment/ systems/deliverables) and Services, hereafter collectively referred as 'Deliverables'. This part addresses the details about submission of bids, time and date of opening of bids, location of tender box, EMD, withdrawal of bids, eligibility criteria etc.

Submission of the Bids

2. The following documents shall be submitted by post or by hand at the address given in Paragraph 2 of the covering letter prior to the last date of submission of bids:-

(a) **Envelope - I**. Envelope - I will contain the **Technical Bids** which will consist of the following:-

- (i) Legible copy of proof of valid registration/renewal.
- (ii) PAN No, CST/GST TIN/Regn.
- (iii) Certificate of acceptance of terms and conditions of RFP on Firm's letter head.
- (iv) Bank certificate of credit worthiness.
- (v) **Tender Conditions Acceptance Certificate**. The bidder shall certify for acceptance of all the tender conditions of the RFP and furnish a duly signed certificate as per **Appendix 'A'** to the RFP. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorised signatory, a copy of the authorisation letter must be enclosed.
- (vi) Clause by clause compliance of specifications should be mentioned. Relevant certifications should be mentioned wherever applicable.
- (vii) **Technical Data Sheet of Equipment**. Technical specifications of the subject School Bus under procurement is placed as **Appendix 'B'** which aligns with the AIS 063 : 2005 and its amendments thereon, which is placed as **Annexure I** to **Appendix B**. Technical specifications form as per **Annexure II** of **Appendix B** will be filled, signed and stamped by the vendor after comparing with technical specification of **32 seater school bus** as given in **Appendix 'B'** to this bid documents.
- (viii) Format for Self Certification is placed as **Appendix 'C'**.
- (ix) Format for OEM authorization certificate is placed as **Appendix 'D'**.
- (x) Supply orders secured from Govt organization/ reputed organization in last two years to be provided.
- (xi) Any other details, as considered necessary by the vendor/ firm and relevant to the project may also be enclosed.

(xii) **EMD Inside Technical Bid Cover.** Earnest Money Deposit (EMD) of Rs.49,937/- or a valid **Certificate of Exemption of Earnest Money Deposit (EMD)** stating one of the reasons as specified in **DPM 2009 Para 4.7.7** will be put inside the Envelope I (Technical Bid Cover). **The bid security/earnest money will be liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of his tender.** EMD will be placed in a cover inside the Technical Bid envelope. The format for EMD is placed as **Appendix 'E'**.

(b) **Envelope - II.** Envelope - II will contain the commercial bids and will consist of the following documents which will be submitted :-

(i) Commercial bids.

(ii) Copy of "Additional Charges/ Discounts" clearly bringing out the details of items with **Financial Implications** on the bid. The format of the same is placed as **Appendix 'F'** to the RFP.

3. **Manner of Submission of Bids (As per DPM 2009 para 4.6.4).** The technical bid with EMD and the commercial bid should be sealed by the bidder in separate envelope covers duly superscribed as to the contents of the envelope and these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with the RFP number and name of vendor. The technical bids will be opened and evaluated in the first instance. At the second stage, financial bids of only the technically acceptable offers will be opened for further evaluation and ranking before awarding the contract.

4. **Time and Date for Opening of Bids.** **One (1) day after termination of three weeks from publishing of Detail Tender Notice** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

5. **Location of the Tender Box.** **APS Kaluchak, Jammu.**

6. **Forwarding/ Deposition of Bids.**

(a) The **Technical and Commercial Bids** will be submitted physically by Post or by hand in the manner as specified in paragraph 3 above.

(b) **The Technical and Commercial Bids should be submitted by the bidder duly signed by the legal owner of the firm or the person authorized by him to do so.**

(c) Instructions for bid submission to the bidders to submit the bids to APS Kaluchak, Jammu as per instructions given in **Appendix 'G'** to this RFP.

(d) The receipt of specified documents required in the physical form is a mandatory condition prior to the opening of bids.

(e) The non-receipt of specified documents physically or by post in tender box shall render **non acceptance** of the bid.

(f) Only those documents which are specified in the RFP and found in the tender box will be subjected to further evaluation by the Technical Evaluation Committee and further by Board of Officers opening Commercial Bid.

(g) Specified documents dropped in the wrong tender box will be rendered invalid.

7. **Pre Bid Meeting.**

(a) A pre bid meeting will be held at APS Kaluchak on _____ (date) at 10:30 AM where the prospective bidder can clarify all queries pertaining to the bidding or RFP.

(b) No post-bid clarification on the initiative of the bidder will be entertained.

8. **Modification and Withdrawal of Bids.**

(a) No bid shall be modified after the deadline for submission of bid.

(b) If bidder desires to withdraw before bid submission closing date/time, he may do so and EMD would be refunded. Once withdrawn, he cannot participate again in this tender.

(c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of bidder's bid security/ EMD.

9. **Place of Opening of the Bids.** **APS Kaluchak, Jammu.** Physical verification of tender documents will be done. The bidders may attend or may depute their representatives duly authorised in writing to attend the same on due date and time as mentioned in the Critical Date Sheet.

10. **Opening of Two-Bid System (Technical and Commercial).**

(a) The technical bids shall be opened as per the timeline mentioned in the Critical Date Sheet mentioned in Para (4) of covering letter of this tender document. The evaluation of technical bid will be carried out by means of physical verification at the APS Kaluchak, Jammu by the Technical Evaluation Committee nominated by the school administration in the presence of the vendors or their authorized representatives. The result of this Technical Evaluation Committee will be sent to the email Id of the bidder, as provided to APS Kaluchak by the bidder and will also be published on the School website.

(b) The commercial bids of only those bidders whose technical bids meet all the stipulated (Technical Specifications) requirements, including the submission of Earnest Money Deposit or the certificate of exemption of the said deposit, shall be opened.

(c) During evaluation and comparison of bids, the buyer may, at his discretion, ask the bidder for clarification of bids submitted by him. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.

11. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Validity of Bids.** The bids should remain valid for a maximum period of **six months (180 days)** from the last date of submission of bids.

13. **Turn Key Project.** This project will be treated as a turnkey project and no piece meal orders for individual item will be placed. The vendor is expected to provide all accessories required for the project to make the project functional and usable without any additional cost to the user at the time of delivery of the 32 seater School Bus.

14. **Earnest Money Deposit.** The Earnest Money Deposit (EMD) should be packed within the Technical bid envelope. Bidders are required to submit EMD for amount **Rs.49,937/-** in favour of APS Kaluchak along with their bids. The EMD will be submitted in the form of an account payee demand draft, banker's cheque or bank guarantee from any of the public sector banks or a private sector bank authorised to conduct government business (e.g ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd etc.) as per form DPM-13 of DPM 2009, a format of the same is placed as **Appendix 'E'**. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee (PBG) from them as called for, in the contract. EMD is not required to be submitted by those Bidders who are registered with the central purchase organization like DGS & D, National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends/impairs or derogates from the tender in any respect within the validity period of their bid.

15. **Eligibility Criteria.**

(a) A Vendor or seller as defined in para 1.4.21 of DPM 2009 who is registered for this item or similar range of products/goods with central purchase organization or DGQA would be eligible to bid. Registration of the firm must be valid on the date of opening of technical bids.

(b) An unregistered firm/vendor may also participate in tender process if it can supply the product as per technical specifications and meets the laid down technical parameters detailed in the RFP. However, in all such cases before opening the commercial bid of such firm, assessment of capability of the firm by procuring/registering agency would be mandatory. This capability verification will, however, not amount to automatic registration of the firm by the registering authority. Such vendors should submit untampered copy of orders secured from Govt agencies/ reputed organizations in the last two years.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. The second part of the RFP incorporates the aspects of operational requirements describing the technical parameters of the proposed vehicle, and the environmental parameters for functioning. The technical characteristics and features that should be met by the vehicle are elucidated at **Appendix B** to this RFP. The Bidder would be required to offer the equipment for Demonstration on a 'No Cost No Commitment' basis.

2. **Technical Details** :-

(a) Specifications as applicable	}	As per Appx B.
(b) Technical details with technical parameters		
(c) Requirement of training/on-job training		- No
(d) Requirement of installation/commissioning		- Yes.
(e) Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT)		- No.
(f) Requirement of Technical documentation		- Yes.
(g) Requirement of equipment inspection		- Yes.
(h) Any other details, as considered necessary		- Nil.

3. **Acceptance Testing.** The items supplied, will be subjected to detailed acceptance testing procedure to test the performance of items. Modalities of the testing may be worked out jointly by the vendor and the customer. The customers would issue an acceptance certificate on successful completion of acceptance testing. The date of acceptance certificate shall be deemed to be the date of commencement of warranty.

4. **Delivery Period.** The stores will be supplied within 4 weeks of issuing of supply order and including all its peripherals as mentioned in the technical specifications.

5. **Pre-Delivery Inspection.** Pre-delivery Inspection of stores will be carried out at OEM premises where essential, date for which will be coordinated by L1 & user unit rep. This however does not supersede the request of ATP.

6. Contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause. Extension to be sought well in advance before the closing of delivery period with the concurrence of IFA and approval of CFA and PBG duly revalidated to be submitted for verification of IFA & CFA.

7. **Consignee Details.** The consignee for the contract is as under:-

The Principal,
APS Kaluchak
Jammu

PART III**STANDARD CONDITION OF RFP****Relevant clauses of this tender as mentioned in this RFP as elaborated in succeeding paras will be compiled with.**

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the following laws of the Republic of India (**Refer Chapter 6 Para 6.1.1 of DPM 2009**) :-

(a) Indian Contract Act, 1872.

(b) Sale of Goods Act, 1930.

2. **Effective Date of the Contract.** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/ provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, shall within sixty days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one Arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of third Arbitrator (**Ref DPM 2009 Form 7 and Chapter 10.11.1 of DPM 2009**).

4. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the prevention of corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the buyer for showing any favour in relation to this or any other contract, shall render the seller to such liability/penalty as the buyer may deem proper, including but not limited to termination of the contract, imposition of penal damage, forfeiture of the **bank guarantee** and refund of the amounts paid by the buyer.

5. **Agents / Agency Commission.** The seller confirms and declares to the buyer that the seller is the original manufacturer of the stores/provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the buyer that the seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer. The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the contract along with interest at the rate of 2% per annum above SOFR rate. The buyer will also have the right to recover any such amount from any contracts concluded earlier with the APS Kaluchak.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the buyer that the seller has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency commission and penalty for use of undue influence, the seller, on a specific request of the buyer, shall provide necessary information/ inspection of the relevant financial documents/ information.

7. **Non-disclosure of Contract Documents.** Except with the written consent of the buyer/ seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party (Format is attached as per **Appendix 'H'**).

8. **Liquidated Damages (LD).** If the vendor fails to complete in full, all deliveries of project within the stipulated period, the vendor shall pay to the customer liquidated damages at the rate of zero point five percent (0.5%) of the total value of undelivered goods, for each complete week of delay or part thereof, of delay up to a maximum of ten percent (10%) of the value of undelivered goods. Thereafter the customer will have the right to terminate the supply order and encash the bank guarantee given for acceptance of the supply order.

9. **Consequential Damages.** Consequential damages @ 0.5% of cost of contract not including AMC per week of delay in commissioning (final acceptance) of the project, subject to a maximum of 5% of the contract cost. This is over and above the LD clause that would be applicable.

10. **Termination of Contract.** The buyer shall have the right to terminate this contract in part or in full in any of the following cases (**Refer Chapter 6.12.1 of DPM 2009**) :-

- (a) When the vendor fails to honour any part of the contract including failure to delivered the contracted stores in time.
- (b) When the Contractor/ Vendor is found to have made any foulds or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- (c) When both parties mutually agree to terminate the contract.
- (d) When item offered by the Vendor repeatedly fails in the inspection and/ or the supplier is not in position to either rectify the defects or other items confirming the contracted quality standard.
- (e) The delivery of the material is delayed for causes not attributable to force majeure for more than (one month) after the scheduled date of delivery.
- (f) The seller is declared bankrupt or becomes insolvent.
- (g) The buyer has noticed that the seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (h) Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.
- (j) As per decision of the Arbitration Tribunal.

11. **Notices.** Any notice required or permitted by this contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the legal address of the party to whom it is sent (**Refer Article 23 of DPM 2009**).

12. **Transfer and Sub-letting.** The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

13. **Patents and Other Industrial Property Rights.** The prices stated in the present contract shall be deemed to include all amounts payable for the final use of the vehicle on road as per the provisions given in the patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The seller shall indemnify the buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

14. **Amendments.** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract. All amendments to the contract which have financial implications, including short closing and delivery period extension with or without impositions of liquidated damages, should be invariably approved by the CFA, and also in consultation with the IFA, whenever original contract was concluded with the concurrence of integrated finance (**Refer Chapter 9.9.9 of DPM 2009**).

15. **Taxes and Duties.** The same are as applicable as enumerated below :-

(a) **In Respect of Bidders.** All taxes as applicable will be reflected separately in the bids. Any dispensation will be decided by army on case to case basis.

(b) **Customs Duty.**

(i) While giving the commercial bids, the vendor will be required to provide a list of items ex import.

(ii) L1 to give final cost on which custom duty exemption certificate is to be provided.

(c) **Excise Duty.**

(i) Where the excise duty is payable on advance basis the Bidder should submit along with the tender, the relevant form & the manufacturer's price list showing the actual assessable value of the stores as approved by the excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by excise authorities in respects of stores supplied under the contract, they will pass on the credit to the buyer immediately along with a certificate that the credit so passed no relates to the excise duty, originally paid for the stores supplies under the contract. In case of their failure to do so, within ten (10) days of the issue of the excise duty refund order to them by the excise authorities the buyer would be empowered to deduct a sum equivalent to the amount refunded by the excise authorities any further reference to them for any of their outstanding bills against the contract or any other pending government contract and that no disputes on this account would be raised by them.

(iii) The seller is also required to furnish to the paying Authority the following certificates :-

(aa) Certificate with each bill to the effect that no refund have been obtained in respect of the reimbursement of excise duty made to the seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the seller to the effect whether or not they have been any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the seller by the government pending with the excise authorities & if so the nature the amount involved & the position of such appeals.

(ad) An undertaking to the effect that incase it is detected by the government that may refund from excise authority was obtained by the seller after obtaining reimbursement from the paying authority, and if the same is not immediately refunded by the seller to the paying authority giving details & particulars of the transactions, paying authority will have full authority to recover such amounts from the seller's outstanding bills against that particular contract or any other pending government contracts & that no dispute on this account would be raised by the seller.

(iv) Unless otherwise specifically agreed to in terms of the contract, the buyer shall not be liable for any claim on account of fresh imposition & or increase of excise duty on raw materials &/ or components used directly in the manufacture of the contracted stores taking place during the tendency of the contract.

(d) **Sales Tax/ GST.**

(i) If it is desired by the bidder to ask for sales tax/GST to be paid as extra the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the bidder are inclusive of sales tax & no liability of sales tax will be developed upon the buyer.

(ii) On the bids quoting sales tax extra, the rate & the nature of the sales tax applicable at the time supply should be shown separately. Sales tax will be paid to be the seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sales is legally to sales tax and the same is payable as per the terms of the contract.

(e) **Octroi Duty & Local Taxes.**

(i) Normally, Materials to be supplied to government departments against the government contract are exempted from levy of town duty, Octroi Duty, Terminal Tax & other levies of local bodies. The local Town/Municipal body regulation at times, however provide for such exemption only on product on of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/ Octroi Duty. Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the seller to avoid delay in supplies & possible demurrage charges. The receipt obtained for such payment should be forwarded to the buyer without delay together with a copy of the relevant act or by laws/notifications of the municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV**SPECIAL CONDITIONS OF RFP**

The bidder is required to give confirmation of their acceptance of special conditions of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. Seller in the Contract) as selected by the buyer. failure to do so may result in rejection of bid submitted by the bidder.

1. **Performance Bank Guarantee.** 10% of the complete cost of vehicle shall remain under bank guarantee till 60 days beyond the expiry of the warranty period (three years) as Performance Bank Guarantee (PBG). The format of PBG is placed as Appendix 'J'. The vendor shall furnish a Performance Bank Guarantee from a public sector bank within 15 days of receiving intimation from this office. Only on receipt of Performance Bank Guarantee within the stipulated period, formal supply order will be issued. In case of cancellation of the supply order due to non-delivery / non-installation of equipment or non/delayed maintenance of equipment, penalties as given in paragraphs 22 (g) of Part IV and 04 of Part III will be deducted from the bank guarantee / the bank guarantee will be encased.

Commented [A5]: Days can differ as per the project

2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the seller. While awarding the contract, the quantity ordered can be increased or decreased by the buyer within this tolerance limit.

3. **Payment Terms.** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website). The payment will be made only on delivery and acceptance by the user and on production of the requisite documents.

4. **Advance Payments.** No advance payment (s) will be made.

5. **Paying Authority.** APS Kaluchak, Jammu. The payment of bills will be made on submission of the following documents by the seller to the paying authority along with the bill:-

- (a) Ink-signed copy of contingent bill / seller's bill.
- (b) Ink-signed copy of commercial invoice / seller's bill.
- (c) CRVs in duplicate to be coordinated with user.
- (d) Joint inspection note/opening board.
- (e) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (f) Exemption certificate for Excise duty / Customs duty, if applicable.
- (g) Bank guarantee for advance, if any.

- (h) Guarantee / Warranty certificate.
- (j) Performance Bank Guarantee / Indemnity Bond where applicable.
- (k) Copy of supply order/contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (l) Details for electronic payment viz account holder's name, bank name, branch name and address, account type, account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (m) Any other document / certificate that may be provided for in the supply order/contract.
- (n) PBG to be submitted within 15 days of finalization of contract.

(Note - From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

6. **Electronic Clearance System (ECS).** ECS authorization cum banker's certification form is required to be filled and authorized by the concerned bank. It is mandatory to submit ECS mandate with the tender enquiry.

7. **Fall Clause.** The following fall clause will form part of the contract placed on successful bidder :-

(a) The price charged for the stores supplied under the contract by the seller shall in no event exceed the lowest prices at which the seller sells the stores or offer to sell stores of identical description to any persons/organization including the purchaser or any department of the central government or any department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the seller reduces the sale price, sells or offer to sell such stores to any person/ organization including the buyer or any deptt, of Central Govt. or any department of the state government or any statutory undertaking of the central or state government as the case may be at a price lower than the price chargeable under the contract, the seller shall forthwith notify such reduction or sale or offer of sale to the director general of supplies & disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :-

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous rate contracts as also under any previous contracts entered into with the central or state govt. Depts, including their undertakings excluding joint sector companies and/ or private parties and bodies.

(c) The seller shall furnish the following certificate to the paying authority along with each bill for payment for supplies made against the rate contract - "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the government under the contract herein and such stores have not been offered/sold by me/us to any person/ organisation including the purchaser or any department of central government or any department of a state government or any statutory undertaking of the central or state government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the rate contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub-para (ii) above details of which are given below -".

8. **Risk & Expense Clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the buyer shall after granting the seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good :-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

9. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a chamber of commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. **Specification.** The following Specification clause will form part of the contract placed on successful bidder - The seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the buyer services as per modifications/requirements recommended after the maintenance evaluation trials. All technical literature and drawings shall be amended as the modifications by the seller before supply to the buyer. The seller, in consultation with the buyer, may carry out technical up gradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the buyer free of cost within (30) days of affecting such up gradation/alterations.

11. **OEM Certificate.** In case the bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

Commented [sk6]: All relevant lines pertaining to foreign vendors in the RFP has been expunged.

12. **Earliest Acceptable Year of Manufacture.** Quality / Life certificate will need to be enclosed with the bill.

13. **Transportation.** The following Transportation clause will form part of the contract placed on successful bidder : –

(a) The 32 Seater School Bus shall be delivered at APS Kaluchak. Seller will bear the costs and freight necessary to bring the goods to the destination. The Seller also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the carriage. The seller will contract for insurance and pay the insurance premium.

14. **Quality.** The quality of the stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the buyer. Such modifications will be mutually agreed to. The seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the

past if any. The seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

15. **Quality Assurance.** Seller would provide the standard Acceptance Test Procedure (ATP) within two month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

16. **Inspection Authority.** The Inspection will be carried out by **Board of Officers** to be detailed by Headquarters 26 Artillery Brigade.

17. **Pre-Dispatch Inspection.** The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder :-

(a) The buyer's representatives will carry out Pre-Dispatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website).

(b) The seller shall intimate the buyer at least 21 days before the scheduled date of PDI. The buyer will send his authorised representative(s) to attend the PDI.

(c) The list of buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the buyer at least 20 (No of days) in advance to apply for the necessary authorizations and clearances to be granted.

(d) The buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the seller within 15 days before the date of the beginning of the PDI. Should the buyer request for such postponement, liquidated damages, if any, shall not apply. In case the buyer informs the seller within the period mentioned herein above that he cannot attend the PDI or in case the buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the seller's QA representative alone and such documents bearing the sole signature of the seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case buyer does not elect to attend the PDI, the buyer shall intimate the seller in writing that it does not wish to attend the PDI.

(e) The seller shall provide all reasonable facilities, access and assistance to the buyer's representative for safety and convenience in the performance of their duties in the seller's country.

(f) All costs associated with the stay of the buyer's Representative (s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the buyer.

Commented [A7]: It may differ for goods/services procured from a foreign vendor

(g) The seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the contract.

18. **Joint Receipt Inspection.** The following joint receipt Inspection clause will form part of the contract placed on successful bidder:-

(a) The Parties agree that the joint receipt inspection (JRI) of delivered goods shall be conducted on arrival in Jammu at APS Kaluchak. JRI shall be completed within 30 days of arrival of the bus. JRI will consist of :-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

(ii) Complete functional checking of the bus as per specifications in the contract and as per procedures and tests laid down by buyer but functional checking of spares shall not be done.

(b) JRI will be carried out by the buyer's representative (s). The buyer will invite the seller with a prior notice of a minimum of fifteen (15) days to attend the JRI for the delivered goods. The seller shall have the right not to attend the JRI. The bio data of the seller's representative will need to be communicated fifteen (15) days prior to the dispatch of goods to the buyer for obtaining necessary security clearance in accordance with the rules applicable.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the buyer's representative only and the same shall be binding on the seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

19. **Franking Clause.** The Franking clause will form part of the contract laced on successful Bidder :-

Franking Clause in the case of Rejection of Goods "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the buyer in any manner. The goods are being rejected without prejudice to the rights of the buyer under the terms and conditions of the contract."

20. **Claims.** The following claims' clause will form part of the contract placed on successful bidder :-

(a) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(b) The description and quantity of the stores are to be furnished to the seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The seller will settle the claims within 45 days from the date of the receipt of the claim at the seller's office, subject to acceptance of the claim by the seller. In case no response is received during this period the claim will be deemed to have been accepted.

(c) The seller shall collect the defective or rejected goods from the location nominated by the buyer and deliver the repaired or replaced goods at the same location under seller's arrangement.

(d) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the seller or payment of claim amount by seller through demand draft drawn on an Indian Bank, in favour of APS, Kaluchak.

Commented [A8]: Proj officer to check in the entire RFP if the buyer's name has been amended.

(e) The quality claims will be raised solely by the buyer and without any certification/countersignature by the Seller's representative stationed in India.

21. **Warranty.**

(a) The seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The period of warranty should cover the following :-

- | | | | |
|-------|--------------|---|-----------------|
| (i) | Engine | - | 5 Years. |
| (ii) | Transmission | - | 3 Years. |
| (iii) | Differential | - | 2 Years. |

(c) The period of warranty & guarantee (including replacement of faulty parts and free services) as extended by the OEM will be applicable and covered by the supplier.

(d) If within the period of warranty, the goods are reported by the buyer to have failed to perform as per the specifications, the seller shall either replace or rectify the same free of charge, within a maximum period of **45 days** of notification of such defect received by the seller, provided that the goods are used and maintained by the buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of, in the logbook. Spares required for warranty repairs shall be provided free of cost by the seller. The seller also undertakes to diagnose, test, adjust calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the buyer and the seller.

(e) The seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the seller and he will ensure that the downtime is within **5% of the warranty period.**

(f) The seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(g) If a particular equipment/deliverable fails frequently and/or, the cumulative down time exceed 5% of the warranty period, the complete equipment shall be replaced free of cost by the seller within a stipulated period of **30 days** of receipt of the notification from the buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer / date of installation and commissioning.

(h) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the seller undertakes that the warranty period for the goods / stores shall be extended to that extent.

22. **Product Support.** The following product support clause will form part of the contract placed on successful bidder :-

(a) The seller agrees to provide product support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipment (STE) subcontracted from other agencies/ manufacturer by the seller for a maximum period of **12 years including three years of warranty from the date of delivery or 1,00,000 kms of warranty, whichever comes first.**

Commented [sk9]: Avg life of school bus is 9 yrs to 15 yrs and hence an avg of the same has been taken

(b) In the event of any obsolescence during the above-mentioned period of product support in respect of any component or sub-system, mutual consultation between the seller and buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(c) Any improvement/modification/ up gradation being undertaken by the seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the seller to the buyer and, if required by the buyer, these will be carried out by the seller at buyer's cost.

(d) The seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/ sub-assemblies and stores supplied under this contract for a period of seven years as maintenance contract as specified or provision of complete Engineering Support Package to the buyer whichever is later, as per terms and conditions mutually agreed between the seller and the buyer.

(e) **Performance Bank Guarantee.** The entire warranty period will be covering by a bank guarantee to an amount equal 10 percent of the final cost of the vehicle. The vendor shall furnish a performance bank guarantee from a Public Sector Bank equal to 10 percent of the value of the full contract within 15 days of signing of the final contract and which will be valid till 60 days after the termination of the warranty period (three years).

Commented [sk10]: PBG is for serviceability of goods after AMC or warranty expires for a pd max of upto 180 days and deductions to the PBG will be carried out by the buyer if any defect observed by the user as previously agreed by both the buyer and the seller.

(f) **Maintenance Service Availability.** The vendor's engineers will be available on call on all days of the week including Sundays and holidays without any extra charges considering that this vehicle needs to be safe for transport of school children.

(g) **Delay Maintenance.** Any fault reported will be attended to without delay and within the time specified below :-

(i) **Catastrophic Failure.** Catastrophic failure will be defined as the failure of any assembly, equipment or its accessory leading to complete failure. Any such fault will be attended within six (06) hours and rectified by the vendor within twelve (12) hrs of reporting the fault. Failure to do so will incur a **penalty of five (5%) of the performance bank guarantee** amount per hour of delay or part thereof.

(ii) **Major Faults.** Any such fault affecting the mobility and safety of the bus will be attended within twelve (12) hrs and rectified by the vendor within twenty four (24) hrs of reporting the fault. Failures to do so will incur a **penalty of 2.5% of the performance bank guarantee** amount per day of delay or part thereof.

(iii) **Minor Faults.** These will be defined as failure of any minor part not affecting the mobility and safety of the bus will be attended within twenty four (24) hours and rectified by the Vendor within seven (7) days of reporting the fault. Failures to do so will incur a **penalty 1% of the performance bank guarantee** amount per day of delay or part thereof.

(h) In case of termination of contract, the contractor will hand over the system in full functional state. If the vendor fails to handover the complete system in fully functional state at the time of termination of contract, the customer shall have the right to get the system repaired by any third party at the expense of the contractor and recover the cost from bank guarantee. The vendor shall also be responsible to provide spares during the entire life cycle of the cable even in case of termination of Annual Maintenance contract.

PART V**EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria**. The broad guidelines for evaluation of Bids will be as follows :-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of **Two-Bid system**, the technical bids forwarded by the bidders will be evaluated by the buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation by the Technical Evaluation Committee nominated by the Administration of APS Kaluchak. **Vendors will NOT repeat NOT re-write or specify the technical specification in their commercial bid.**

(c) The lowest bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format. The consideration of taxes and duties in evaluation process will be that **all taxes and duties (including those for which exemption certificates are issued) quoted by the bidders will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of bids.**

(d) The bidders are required to spell out the rates of customs duty, Excise duty, GST, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of customs duty/Excise Duty/ GST is intended as extra, over the quoted prices, the Bidders must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a bidder is exempted from payment of customs duty/ Excise Duty/ GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty /Excise Duty/GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged by him even if it become livable later on will not be accepted unless in such cases it is clearly stated by a bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other bidders. The same logic applies to customs duty and GST also.

(e) In there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

Commented [sk11]: It has been observed that vendors during the finalisation of contract after the termination of commercial bids state that they will be delivering the goods as per the technical specifications mentioned in the commercial bid thereby legally avoiding the all the services/ eqpt they will not be providing as the commercial bid opening board has confirmed and selected their bid.

Commented [sk12]: All clauses in this RFP mentioning VAT have been replaced by the term 'GST' as per the sec 7 of CGST Act.

(f) The buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate.

(g) The lowest acceptable bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The buyer also reserves the right to do Apportionment of Quantity, if it is convinced that lowest bidder is not in a position to supply full quantity in stipulated time.

(h) Any other criteria as applicable to suit a particular case.

Appendix A
(Ref Para 2 (a) (v) of
Part I of RFP)

RFP CONDITIONS ACCEPTANCE CERTIFICATE
(To be given on company letter head)

To,

The Principal,
APS Kaluchak
Jammu

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No : _____

Name of Tender/work : _____

Dear Sir,

1. I/We have obtained the tender documents(s) for the above mentioned Tender from the School as per your advertisement.
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents which will form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your organisation too have also been taken in to consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of the above mentioned tender document(s)/corrigendum(s) in it's totally/entirely.
5. The documents submitted in physical form as mentioned the true copy of the documents to the APS Kaluchak, Jammu.
6. In case any provisions of this tender are found violated, your organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against the organisation in satisfaction of this condition.

Yours Faithfully,

(Signature of Bidder, with Official Seal)

**Appendix B
(Ref para 2 (a) (vii) of
Part I of RFP)**

**TECHNICAL SPECIFICATIONS FOR PURCHASE OF 32 SEATER SCHOOL BUS OUT OF
SCHOOL AND DEVELOPMENT FUND FOR THE FINANCIAL YEAR 2024-25**

Ser No	Parameters	Compliance/ Dimension
1.	School Bus Colour	Golden yellow.
2.	Width of Golden brown band & its Height from Ground Level (mm)	Band of 150mm + 10mm wide of 'Golden Brown' colour shall be provided on both longitudinal sides of the bus below of the window level.
School Bus Insignia		
3.	Dimension	350x350mm or 350mm in diameter if not possible then 200x200 mm or 200 mm diameter.
4.	Location at Front & at Rear	On the outer surface of the bus in a visible location on the front and the rear.
Emergency Exits		
5.	No. of Emergency Exits	One.
6.	Emergency Exits type (Window/Door)	Door type.
7.	Position of Emergency Exit	There shall be a minimum of one emergency exit and same shall be situated either on the opposite side of the service door or at the rear side of the bus. The lower edge of the emergency door shall be at the level of the bus floor and top edge shall be at the level of window upper edge.
8.	Dimension of Emergency Exit (mm)	Same as entry door.
Vehicle Entry Steps (Normal Steps)		
9.	Height of First/Lower Footstep from Ground level (mm)	300mm.
10.	Depth of step (mm)	PLAIN.
11.	Folding or Retracting steps (Provided/Not provided)	Not Provided.
12.	If provided, its indication through a Buzzer/Flashing light to the driver	NA.
Service Doors		
13.	Whether operated manually or power operator	MANUALLY.
14.	If power operated whether operated Pneumatically / Hydraulically/Electrically	NA.
Interior Protection		
15.	List out parts if any in the gangway lies upto a height of 1200 mm from bus, its radius or Shore hardness	NIL.

Commented [sk13]: AMENDMENT NO. 1: 2010 TO AIS-063: 2005 Requirements for School Buses

Appendix B (Contd-----)

<u>Ser No</u>	<u>Parameters</u>	<u>Compliance/ Dimension</u>
Storage Racks		
16.	Location	OVERHEAD AND UNDER THE SEAT.
17.	Depth (mm)	300mm.
18.	Seats	31+1.
19.	Seating layout (2x2, 3x2)	2x2/3x2.
20.	Seat Dimension (per child) (Width x Depth) mm	W-265mm: D-350mm.
21.	Parameters	To be submitted by manufacturer / Bus Body Builder.
22.	Type of partition which prevents the child from falling into the step well	PARTITION WALL.
23.	Stop Signal Sign	YES.
24.	Min. letter height of sign (mm)	40mm.
25.	Min. Projection (mm)	150mm.
26.	Passenger Safety	YES.
27.	Provision of flashing light and buzzer or suitable means in case of door/Emergency door is open	YES.
28.	Provision of speed limiting facility as per rule 118 of CMVR	YES.
29.	Engine	BS VI OBD II.
30.	Power	100 HP.
31.	Fuel	Diesel.
32.	Cylinder	4.
33.	Warranty	Engine - 5 years, Transmission - 3 years and Differential - 2 years (unlimited kms).
34.	Side Window	Sliding glass type.
35.	Model	2024.
36.	Insurance	1 Year
37.	To be fitted with Fire Detection and Alarm System / Fire Detection and Suppression System as per Amendment No 10 (02/2019) to AIS-063-2005.	
38.	1 year RC token, 2 years fitness, 5 years permit tax included Power steering, hydraulic brakes	
The above mentioned technical specifications have been taken from Industrial Standards AIS 063:2005 which is placed as Annexure I to Appendix B . Blank Performa for filling up by vendors for submission of technical bids is placed as Annexure II to Appendix B.		

Commented [sk14]: AMENDMENT NO. 1: 2010 TO AIS-063: 2005 Requirements for School Buses

**Appendix C
(Ref para 2 (a) (viii) of
Part I of RFP)**

SELF CERTIFICATE

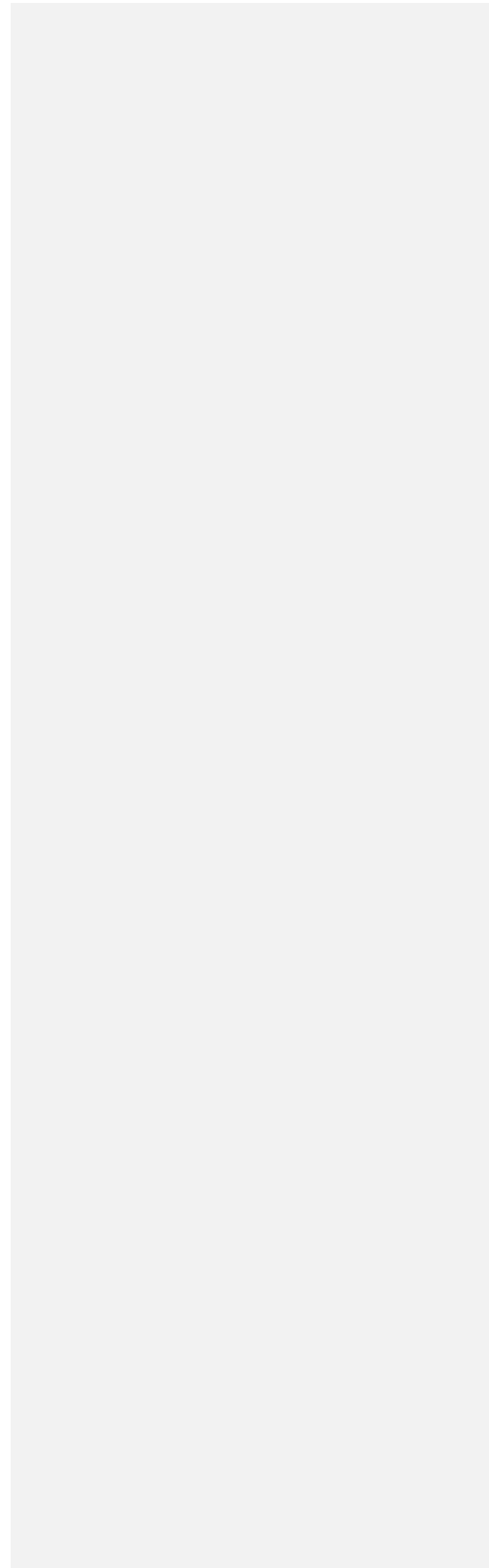
It is certified that the tenders for **“Purchase of 32 Seater school bus out of school and development fund for the financial year 2024-25”** being offered/supplied confirms to Technical Specifications as given at **Appendix B**.

Company Seal

(Authorized signatory of company)

Dated:

Name and Designation



**Appendix D
(Ref para 2 (a) (ix) of
Part I of RFP)**

CERTIFICATE BY THE OEM

M/s _____ (OEM) hereby commits that our product quoted against 32 Seater school bus for APS Kaluchak Jammu, Tender Enquiry No _____ dt _____ 2024 by seller M/s _____ hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer and thereafter during the period of warranty irrespective of the terms and conditions between M/s _____ (OEM) and M/s _____ (Vendor).

Station : c/o 56 APO

Dated :

(Signature and Seal of OEM)

Appendix E
(Ref para 2 (a) (xii) of
Part I of RFP)

DETAILS OF EMD

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

Form DPM-13

EMD Bank Guarantee format

Whereas(hereinafter called the "Bidder") has submitted their offer dated.....for the supply of 32 seater School Bus..... (hereinafter called the "Bid") against the Buyer's Request for proposal No.

KNOW ALL MEN by these presents that WEof having our registered office at are bound unto (hereinafter called the "Buyer") in the sum of for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

- The conditions of obligations are –
- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
 - (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.
- WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as participant under the scheme.

Company Seal

Place :

Date : (Authorized signatory of the Firm/Company)

Appendix F
(Ref para 2 (b) (ii) of
Part I of RFP)

ADDITIONAL CHARGES/DISCOUNTS

It is hereby certified that no Additional Charges Levied or Any Discounts Offered from the prices in the enclosed Bid, which will have financial implication on the bid value quoted by me.

OR

The following additional Charge Levied Discounts offered over and above the prices quoted in the BOQ which has implication on the bid value quoted by me.

(i)

(ii)

(iii)

Date:

Signed by
Official stamp

Notes:-

1. Please strike out whichever is not applicable.
2. The certificate will be signed by the owner of the firm or any person auth to do so on behalf of the owner.
3. The certificate will be submitted alongwith the bid in the **Cover II** containing Financial Bid. (Ref para 2 (c) (ii) of Part I of RFP)

Appendix G
(Ref para 6 (c) of
Part I of RFP)

INSTRUCTIONS TO BIDDERS FOR BID SUBMISSION

Instructions for Bid Submission Instructions to the Bidders to submit the bids to the APS Kaluchak, Jammu as follows:-

1. Possession of valid enrolment/registration of the contractors/bidders with govt.
2. Bidder should do the enrolment provided the correct/true information including valid their address, email-id and UID. All the correspondence shall be made directly with the contractors/bidders by hand / by post to the School.
3. Bids of Bidder will be not considered after the last submission date of bids as given in the Notice Inviting Tender by the APS Kaluchak for the subject procurement.
4. If there are any clarifications about the tenders, this may be obtained by post to the Principal APS Kaluchak.
5. Conditional offer will be out rightly rejected. No condition shall be included in the tender by the bidder.
6. It is considered that the bidder has read all the terms and conditions before submitting their offers. Bidder should go through the tender schedules carefully and submitted the documents as asked, otherwise, the bid will be rejected.
7. Alternative tenders are not acceptable by a particular firm/ Agency.
8. Qualifications of Bidder will be done whose tender is considered responsive and meets the specified evaluation and qualification criteria as per tender conditions.
9. Bidders should submit the EMD as specified in the tender in Cover-III as specified in Part I of the RFP. The original document should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender.
10. While submitting the bids by post, the bidder must read the all terms & conditions and accept to proceed further to submit the bid packets.
11. The details of the DD/NEFT/Cheque/any other accepted instrument, physically sent, and all the data entered correctly on bid submission time. The submitted bid will not be acceptable if otherwise.
12. The bidder has to physically sign the bid and all its concerned documents and send the same by post/ deliver by hand to the school as per the address given above.
13. The technical bid acceptance will be subject to physical receipt of specified documents at the time of technical bid opening. Further, the Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or of difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.

Appendix 'G' (Contd-----)

14. The time settings fixed in the top of the tender advertisement, will be valid for all actions of requesting, bid submission, bid opening etc, in the advertisement. The bidders should follow this time during bid submission.
15. The correctness of all data submitted by the bidders is the sole responsibility of the bidder himself and secrecy of the data must be ensured during submission of their respective bids.
16. Any bid document misprinted or containing false information will be the responsibility of the bidder and the claims found in bid if false then the requisite Board of officers authorized on behalf of the TIA can reject such bids.
17. The bidder should not approach an illegal/unauthorized tendering system.
18. For any queries regarding bid tendering process, the bidders are requested to contact APS Kaluchak, Jammu - TIA as provided in the tender document.
19. All pages of the qualifying bid and commercial bid should have been duly signed by the bidder/auth rep and hard copy will be submitted in the office of TIA.
20. The undertaking to the effect that the terms and conditions stipulated in the tender document are acceptable to the auth signatory of the bidders registered firm will have to be submitted. The subject undertaking on a forwarding letter shall be submitted in School during bidding by the bidders.

Signature & Stamp of Bidder

Appendix H
(Ref Para 7 of
Part III of RFP)

CONFIDENTIALITY CERTIFICATE: NON-DISCLOSURE OF CONTRACT DOCUMENTS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

It is certified that the Company or any representative of the Company or Agents authorized by the Company will not disclose any information gained by them or their representative or Agents, while interacting with the persons of the APS Kaluchak, Jammu or its formations any other office of the APS Kaluchak, Jammu or its formations any documents prepared in connection with the project or any documents received by them or any study carried out by them, directly or indirectly to any person or Company or institution or Press or any other from the electronic media. Any violation therein may be considered as a violation of **Indian Official Secret Act 1923**.

Company Seal

(Authorized Signatory of Company/Firm)

Date:

Place:

Appendix J
(Ref para 1 of
Part IV of RFP)

DETAILS OF PERFORMANCE BANK GUARANTEE / BANKERS OF VENDOR

Particulars	Details	Complied (Yes/No)	Deviation (if any)
Bank Guarantee/EMD for Rs _____/-(Rupees _____ only)	In favour of "APS Kaluchak, Jammu"		
Name of Bank (in case of EMD)			
Bank Guarantee/EMD No and Date			
Vendors Bank Name and Postal address			
Bank A/C No.			
EFT facility			
GST TIN Registration No			
CST TIN Registration No			
PAN Cards details			
Sales tax registration No. and address of sales tax office			

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as participant under the scheme.

Company Seal

Place :

Date : (Authorized signatory of the Firm/Company)

**Annx II of Appx B
(Ref para 2 (a) (vii) of
Part I of RFP)**

**TECHNICAL SPECIFICATIONS FOR PURCHASE OF 32 SEATER SCHOOL BUS OUT OF
SCHOOL AND DEVELOPMENT FUND FOR THE FINANCIAL YEAR 2024-25**

<u>Ser No</u>	<u>Parameters</u>	<u>To be Filled by Bidder</u>
1.	School Bus Colour	
2.	Width of Golden brown band & its Height from Ground Level (mm)	
School Bus Insignia		
3.	Dimension	
4.	Location at Front & at Rear	
Emergency Exits		
5.	No. of Emergency Exits	
6.	Emergency Exits type (Window/Door)	
7.	Position of Emergency Exit	
8.	Dimension of Emergency Exit (mm)	
Vehicle Entry Steps (Normal Steps)		
9.	Height of First/Lower Footstep from Ground level (mm)	
10.	Depth of step (mm)	
11.	Folding or Retracting steps (Provided/Not provided)	
12.	If provided, its indication through a Buzzer/Flashing light to the driver	
Service Doors		
13.	Whether operated manually or power operator	
14.	If power operated whether operated Pneumatically / Hydraulically/Electrically	
Interior Protection		
15.	List out parts if any in the gangway lies upto a height of 1200 mm from bus, its radius or Shore hardness	

Annx II (Contd-----)

<u>Ser No</u>	<u>Parameters</u>	<u>To be Filled by Bidder</u>
Storage Racks		
16.	Location	
17.	Depth (mm)	
18.	Seats	
19.	Seating layout (2x2, 3x2)	
20.	Seat Dimension (per child) (Width x Depth) mm	
21.	Parameters	
22.	Type of partition which prevents the child from falling into the step well	
23.	Stop Signal Sign	
24.	Min. letter height of sign (mm)	
25.	Min. Projection (mm)	
26.	Passenger Safety	
27.	Provision of flashing light and buzzer or suitable means in case of door/Emergency door is open	
28.	Provision of speed limiting facility as per rule 118 of CMVR	
29.	Engine	
30.	Power	
31.	Fuel	
32.	Cylinder	
33.	Warranty	
34.	Side Window	
35.	Model	
36.	Insurance	
37.	To be fitted with Fire Detection and Alarm System / Fire Detection and Suppression System as per Amendment No 10 (02/2019) to AIS-063-2005.	
37.		
The above mentioned technical specifications have been taken from Industrial Standards AIS 063:2005 which is placed as Annexure I to Appendix B. Blank Performa for filling up by vendors for submission of technical bids is placed as Annexure II to Appendix B.		