

INVITATION FOR BIDS

**NTPC VIDYUT VYAPAR NIGAM LIMITED
(A WHOLLY OWNED SUBSIDIARY OF NTPC LIMITED)**

INVITATION FOR BIDS (IFB)

FOR

OPERATION OF 40 NOS. ELECTRICAL BUSES

AT

ANDAMAN & NICOBAR ISLANDS

(Domestic Competitive Bidding)

IFB No.: NVVN / C&M / RE- 58 / 2020-21

Date: 03.10.2020

1.0 NTPC VIDYUT VYAPAR NIGAM LIMITED (NVVN) invites online Bids from eligible bidders on 'Single Stage Two Envelope' bidding basis (Envelope-I: Techno-Commercial Bid & Envelope- II: Price Bid) for aforesaid Package as per the scope of work briefly mentioned hereinafter:

2.0 **BRIEF SCOPE OF WORK**

The brief scope of the proposal includes:

- a) Operation of 40 Nos. Electric Buses for 10 years on given routes as per the statutory rules and regulations in the state adhering to the time schedules indicated by NVVN & Directorate of Transport, A&N Islands.
- b) The broad scope of the proposal also includes regular day to day cleaning, providing all consumables like tyres, material etc. and supporting manpower required for cleaning operations, providing security for buses and other accessories (during operation and night hours), making other payments as indicated in tender documents, penalties levied upon by local authorities for non-compliance of rules & regulations and all the other statutory taxes and duties payable for uninterrupted operations of the Buses.
- c) The scope also includes charging of buses and operation of charging infrastructure.

3.0. NVVN Ltd. intends to finance "OPERATION OF 40 NOS. ELECTRIC BUSES" through Domestic Commercial Borrowings / Own sources.

- 4.0 Detailed Specification, Scope of Work and Terms & Conditions are given in the Bidding Documents, which are available at the GePNIC Portal <https://eprocurementpc.nic.in> as per the following schedule:

Issuance of IFB	03.10.2020
Bidding Document Sale date & Time	From 03.10.2020 to 23.10.2020 17:00 Hrs
Last date for receipt of queries from bidders	13.10.2020
Last date for submission of Bid	24.10.2020 17:00 Hrs
Bid Opening Date & Time (Techno – Commercial Bid)	26.10.2020 15:00 Hrs
Price Bid Opening & Time	Shall be intimated by NVVN
Cost of Bidding Document	Rs. 22,500/- (Rs. Twenty Two Thousand Five Hundred Only) Inclusive of GST

Note: No queries will be accepted after the last date of receipt of queries from bidders

- 5.0 All Bids must be accompanied by a Bid Security for an amount of Rs.1,00,00,000/- **(Indian Rupees One Crore Only)** in the form as stipulated in the bidding documents, to be submitted offline (in a separate sealed cover) prior to date and time for online bid submission.

ANY BID NOT ACCOMPANIED BY THE REQUISITE BID SECURITY IN ACCEPTABLE FORM IN A SEPARATE SEALED ENVELOPE OR BIDS ACCOMPANIED BY BID SECURITY OF INADEQUATE VALUE SHALL BE REJECTED BY THE EMPLOYER AS NON-RESPONSIVE AND SHALL BE RETURNED TO THE BIDDERS WITHOUT BEING OPENED.

6.0. QUALIFYING REQUIREMENTS

The Bidder should meet the following Qualifying requirements as stipulated under Clause 6.1. In addition, the Bidder should also meet the requirements stipulated under Clause 6.2 together with requirements stipulated under section ITB.

6.1. TECHNICAL CRITERIA

The Bidder should have experience of operating minimum 25 Nos. buses in India, in maximum two contracts in India for State Transport Undertaking/Public Entities, for a continuous period of at least one (1) year in last three years prior to the date of techno-commercial bid opening.

Note:

- (i) Bidder shall submit documents like customer purchase orders, client certificates for successful performance of contract, permit to operate issued by State Transport Authority / regulatory / licensing bodies etc., in support of meeting the requirements indicated above.
- (ii) The Bidder may utilize the experience of its Holding Company and / or Subsidiary Company and / or subsidiaries of its Holding Company for meeting the qualifying

requirements. In such a case, the Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by the Bidder and its Holding Company/Subsidiary Company and/or subsidiaries of its Holding company as per the format enclosed in the Bidding documents. The DJU shall be submitted along with the Techno-commercial Bid, failing which the Bidder shall be disqualified and its Bid shall be rejected. In case of award of the package, the Holding Company/Subsidiary Company and/or subsidiaries of Holding company of Bidder will be required to furnish an on demand Bank Guarantee for an amount equivalent to 2% of the Annual Value of Operation Services being provided under the contract, in addition to the Contract Performance Security to be furnished by the Bidder.

6.2. FINANCIAL CRITERIA

- 6.2.1. The average annual turnover of the Bidder, in the preceding three (3) financial years as on the date of techno-commercial bid opening, should not be less than **INR 5.5 crores (Indian Rupees Five Crores Fifty Lakhs only)**.

In case, a Bidder does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its Techno-Commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

- 6.2.2. Net worth of the Bidder should not be less than 100% (hundred percent) of its paid-up share capital as on the last day of the preceding financial year on the date of Techno-commercial bid opening. In case the Bidder does not meet the Net Worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and / or Holding Company and / or Subsidiaries of its Holding companies wherever applicable. In such a case, however the Net worth of the Bidder and its Subsidiary(ies) and / or Holding Company and / or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However, individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$$

Where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1, Y2, Y3 are individual paid up share **capitals**.

- 6.2.3. In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents on substantiation of its qualification:

- a) Copies of the unaudited unconsolidated standalone financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.

- b) A Certificate from the CEO / CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company.

In case where audited results for the last financial year as on date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of three consecutive financial years proceeding the last financial year shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO / CFO as per the format enclosed in the bidding documents stating that the Financial results of the company are under audit as on techno-commercial bid opening date and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

Notes for Clause 6.2.

- i. Net worth means the sum total of the paid up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- ii. Other income shall not be considered for arriving at annual turnover.
- iii. "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.
- iv. For Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of techno-commercial bid opening shall be used.

7.0 NVVN reserves the right to reject any or all Bids or cancel / withdraw the 'Invitation for Bids' without assigning any reason whatsoever and in such case no Bidder / intending Bidder shall have any claim arising out of such action.

8.0 A complete set of Bidding Documents may be downloaded from <https://eprocurementpc.nic.in> by any interested Bidder. Tender fee (₹22,500), in the form of a crossed A/C PAYEE DEMAND DRAFT / BANKERS CHEQUE / PAY ORDER in favor of "NTPC VIDYUT VYAPAR NIGAM LIMITED", Payable at NEW DELHI, is required to be submitted in a separately sealed envelope at the address mentioned in the bidding document, before the stipulated date & time of submission of the bid. For any assistance, please email to nvvncontracts@ntpc.co.in or contact Sr.Manager (C&M) NTPC VIDYUT VYAPAR NIGAM LIMITED, 2nd Floor, Core 5, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi-110003.

It is required by the agency to register in the GePNIC E-tender portal and *it is mandatory to download official copy of Tender Document from Electronic Tender System (ETS) Portal of GePNIC to participate in the Tender.* Any amendment(s) / corrigendum / clarifications with respect to this Bid shall be uploaded on <https://eprocurementpc.nic.in> website only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.

Note: No hard copy of Bidding Documents shall be issued.

9.0 Issuance of Bidding Documents to any Bidder shall not construe that such Bidder is considered to be qualified. Bids shall be submitted online and opened at the address

given below in the presence of Bidder's representatives who choose to attend the Bid Opening. Bidder shall furnish Bid Security, NIL Deviation certificate, Power of Attorney, Tender Fee etc and documents if and as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below.

10.0 Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

11.0 Address for communication:

For the detailed IFB and bidding documents please visit ETS Portal of GePNIC (<https://eprocurementpc.nic.in/>) or may contact:

Sr. Manager - (C&M)

NVVN Limited, 1st Floor, Core 5, SCOPE Complex, New Delhi Tel No. 011-24387096

Mob: 9445002536

Fax. No. (+91)-11-24362009

email: nvvncontracts@ntpc.co.in

Corporate Identification Number: U40108DL2002GOI117584, Website: www.nvvn.co.in

12.0 Registered Office

NVVN Limited

NTPC Bhawan, Core-5, SCOPE Complex, 7, Institutional Area, Lodi Road,

New Delhi – 110003

Corporate Identification Number: U40108DL2002GOI117584 Website: www.nvvn.co.in

13.0 Other Instructions

i. Please use 'Online Bidder Enrollment' link provided on portal <https://eprocurementpc.nic.in> (GePNIC) to register

ii. Go through Help, FAQ etc. as provided on the above portal.

iii. Class III digital signature (DSC) is required for submission of BID on above portal.

iv. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of GePNIC.

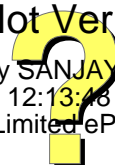
GePNIC Helpdesk Telephone: 24X7 Customer Support +91-120-4001 002/+91-120-4200 462/ +91-120-4001 005/+91-120-6277 787

Signature Not Verified

Digitally signed by SANJAY PRASAD

Date: 2020.10.02 12:13:48 IST

Location: NTPC Limited eProcurement Portal



NTPC VIDYUT VYAPAR NIGAM LIMITED

(A wholly owned Subsidiary of NTPC Limited)



BIDDING DOCUMENTS

FOR

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS

BIDDING DOCUMENT NO.: NVVN/C&M/RE-58/2020-21

(This Document is meant for the exclusive purpose of bidding against this Bid Document No./ Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS BIDDING DOCUMENT NO.: NVVN/C&M/RE-58/2020-21		

ABRIDGED INVITATION

NTPC VIDYUT VYAPAR NIGAM LIMITED

(A wholly owned Subsidiary of NTPC Limited)



CONTRACTS & MATERIALS

**INVITATION FOR
BIDS (IFB) FOR
OPERATION OF 40 NOS. ELECTRIC BUSES AT
ANDAMAN & NICOBAR ISLANDS
(Domestic Competitive Bidding)**

BID DOCUMENT NO.: NVVN/C&M/RE-58/2020-21

DATE: 03.10.2020

'NTPC VIDYUT VYAPAR NIGAM LIMITED (NVVN) invites online Bids from eligible bidders on 'Single Stage Two Envelope' bidding basis (Envelope-I: Techno-Commercial Bid & Envelope- II: Price Bid) for aforesaid Package.

For the detailed IFB and Bidding Documents please visit at e-procurement portal <https://eprocurementpc.nic.in> or may contact Sr. Manager (Contracts), NTPC Vidyut Vyapar Nigam Limited, 2nd Floor, Core 5, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003. Email: nvvncontracts@ntpc.co.in.

Registered office: NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, Corporate Identification Number : U40108DL2002GOI117584, Website: www.nvvn.co.in

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OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS BIDDING DOCUMENT NO.: NVVN/C&M/RE-58/2020-21		

**BIDDING DOCUMENTS FOR
OPERATION OF 40 NOS. ELECTRIC BUSES AT
ANDAMAN & NICOBAR ISLANDS**

BID DOCUMENT NO.: NVVN/C&M/RE-58/2020-21

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DISCLAIMER

This Bid Document is not an agreement or an offer or invitation by NVVN to Bidders or any third party. The purpose of this Bid Document is to provide Bidders with information to assist in the formulation of their Bids.

This Bid Document does not purport to contain all the information each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for NVVN to consider the particular needs of each party who reads or uses this Bid Document. Each Bidder should conduct its own investigations and analysis and should verify the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources.

NVVN does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document.

Neither NVVN nor its employees shall have any liability to any Bidder or any other person under the law of contract, or the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Bid Document, or any matter deemed to form part of this Bid Document, the award of the Contract, or any other information supplied by or on behalf of NVVN or its employees or otherwise arising in any way from the selection process for the award of the Contract.

NVVN reserves the right in its sole and unfettered discretion, without any obligation or liability whatsoever to accept or reject any or all of the Bids at any stage of the bidding process without assigning any reasons.

NVVN reserves the right to change, modify, add or alter the Bid Document at any time during the bidding process.

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INVITATION FOR BIDS (IFB)

**SECTION - I
INVITATION FOR BIDS (IFB)**

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INVITATION FOR BIDS (IFB)

NTPC VIDYUT VYAPAR NIGAM LIMITED
(A wholly owned Subsidiary of NTPC Limited)
CONTRACT & MATERIALS DEPARTMENT
INVITATION FOR BIDS (IFB)
FOR OPERATION OF 40 NOS. ELECTRICAL BUSES AT
ANDAMAN & NICOBAR ISLANDS
(Domestic Competitive Bidding)

IFB No.: NVVN / C&M / RE- 58 / 2020-21

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1.0 NTPC VIDYUT VYAPAR NIGAM LIMITED (NVVN) invites online Bids from eligible bidders on 'Single Stage Two Envelope' bidding basis (Envelope-I: Techno-Commercial Bid & Envelope- II: Price Bid) for aforesaid Package as per the scope of work briefly mentioned hereinafter:

2.0 **BRIEF SCOPE OF WORK**

The brief scope of the proposal includes:

- a) Operation of 40 Nos. Electric Buses for 10 years on given routes as per the statutory rules and regulations in the state adhering to the time schedules indicated by NVVN & Directorate of Transport, A&N Islands.
- b) The broad scope of the proposal also includes regular day to day cleaning, providing all consumables like tyres, material etc. and supporting manpower required for cleaning operations, providing security for buses and other accessories (during operation and night hours), making other payments as indicated in tender documents, penalties levied upon by local authorities for non-compliance of rules & regulations and all the other statutory taxes and duties payable for uninterrupted operations of the Buses.
- c) The scope also includes charging of buses and operation of charging infrastructure.

3.0 NVVN Ltd. intends to finance "OPERATION OF 40 NOS. ELECTRIC BUSES" through Domestic Commercial Borrowings / Own sources.

4.0 Detailed Specification, Scope of Work and Terms & Conditions are given in the Bidding Documents, which are available at the GePNIC Portal <https://eprocurmentpc.nic.in> as per the following schedule:

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Bidding Document Sale date & Time	From 03.10.2020 to 23.10.2020 17:00 Hrs
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INVITATION FOR BIDS (IFB)

Cost of Bidding Document	Rs. 22,500/- (Rs. Twenty Two Thousand Five Hundred Only) Inclusive of GST
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Note: No queries will be accepted after the last date of receipt of queries from bidders

- 5.0 All Bids must be accompanied by a Bid Security for an amount of Rs.1,00,00,000/- (**Indian Rupees One Crore Only**) in the form as stipulated in the bidding documents, to be submitted offline (in a separate sealed cover) prior to date and time for online bid submission.

ANY BID NOT ACCOMPANIED BY THE REQUISITE BID SECURITY IN ACCEPTABLE FORM IN A SEPARATE SEALED ENVELOPE OR BIDS ACCOMPANIED BY BID SECURITY OF INADEQUATE VALUE SHALL BE REJECTED BY THE EMPLOYER AS NON-RESPONSIVE AND SHALL BE RETURNED TO THE BIDDERS WITHOUT BEING OPENED.

6.0. QUALIFYING REQUIREMENTS

The Bidder should meet the following Qualifying requirements as stipulated under Clause 6.1. In addition, the Bidder should also meet the requirements stipulated under Clause 6.2 together with requirements stipulated under section ITB.

6.1. TECHNICAL CRITERIA

The Bidder should have experience of operating minimum 25 Nos. buses in India, in maximum two contracts in India for State Transport Undertaking/Public Entities, for a continuous period of at least one (1) year in last three years prior to the date of techno-commercial bid opening.

Note:

- (i) Bidder shall submit documents like customer purchase orders, client certificates for successful performance of contract, permit to operate issued by State Transport Authority / regulatory / licensing bodies etc., in support of meeting the requirements indicated above.
- (ii) The Bidder may utilize the experience of its Holding Company and / or Subsidiary Company and / or subsidiaries of its Holding Company for meeting the qualifying requirements. In such a case, the Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by the Bidder and its Holding Company/Subsidiary Company and/or subsidiaries of its Holding company as per the format enclosed in the Bidding documents. The DJU shall be submitted along with the Techno-commercial Bid, failing which the Bidder shall be disqualified and its Bid shall be rejected. In case of award of the package, the Holding Company/Subsidiary Company and/or subsidiaries of Holding company of Bidder will be required to furnish an on demand Bank Guarantee for an amount equivalent to 2% of the Annual Value of Operation Services being provided under the contract, in addition to the Contract Performance Security to be furnished by the Bidder.

6.2. FINANCIAL CRITERIA

- 6.2.1. The average annual turnover of the Bidder, in the preceding three (3) financial years as on the date of techno-commercial bid opening, should not be less than **INR 5.5 crores (Indian Rupees Five Crores Fifty Lakhs only)**.

In case, a Bidder does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover

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INVITATION FOR BIDS (IFB)

requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its Techno-Commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

- 6.2.2. Net worth of the Bidder should not be less than 100% (hundred percent) of its paid-up share capital as on the last day of the preceding financial year on the date of Techno-commercial bid opening. In case the Bidder does not meet the Net Worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and / or Holding Company and / or Subsidiaries of its Holding companies wherever applicable. In such a case, however the Net worth of the Bidder and its Subsidiary(ies) and / or Holding Company and / or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However, individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$$

Where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1, Y2, Y3 are individual paid up share **capitals**.

- 6.2.3. In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents on substantiation of its qualification:
- a) Copies of the unaudited unconsolidated standalone financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
 - b) A Certificate from the CEO / CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company.

In case where audited results for the last financial year as on date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of three consecutive financial years proceeding the last financial year shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO / CFO as per the format enclosed in the bidding documents stating that the Financial results of the company are under audit as on techno-commercial bid opening date and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

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INVITATION FOR BIDS (IFB)

Notes for Clause 6.2.

- i. Net worth means the sum total of the paid up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- ii. Other income shall not be considered for arriving at annual turnover.
- iii. "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.
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Sr. Manager - (C&M)

NVVN Limited, 1st Floor, Core 5, SCOPE Complex, New Delhi Tel No. 011-24387096

Mob: 9445002536

Fax. No. (+91)-11-24362009

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INVITATION FOR BIDS (IFB)

email: nvvncontracts@ntpc.co.in
Corporate Identification Number: U40108DL2002GOI117584, Website: www.nvvn.co.in

12.0 Registered Office

NVVN Limited
NTPC Bhawan, Core-5, SCOPE Complex, 7, Institutional Area, Lodi Road,
New Delhi – 110003
Corporate Identification Number: U40108DL2002GOI117584 Website: www.nvvn.co.in

13.0 Other Instructions

- i. Please use 'Online Bidder Enrollment' link provided on portal <https://eprocurementpc.nic.in> (GePNIC) to register
- ii. Go through Help, FAQ etc. as provided on the above portal.
- iii. Class III digital signature (DSC) is required for submission of BID on above portal.
- iv. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of GePNIC.
GePNIC Helpdesk Telephone: 24X7 Customer Support +91-120-4001 002/+91-120-4200 462/
+91-120-4001 005/+91-120-6277 787

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INSTRUCTION TO BIDDERS (ITB)

A. Introduction		
1.0	<p>1.1. NVVN Limited is a wholly owned subsidiary of NTPC Ltd. which is the largest power generating company of India. It was incorporated in the year 1975, with the objective of planning, promoting and organizing an integrated development of power stations in India. It has today emerged as an 'Integrated Power Major', with a significant presence in the entire value chain of power generation business. With current generating capacity of more than 62000 MW, NTPC Ltd. has embarked on plans to become 130GW by 2032 including 32GW through Renewable Energy.</p> <p>1.2. Further, keeping in pace with the present market trends, NVVN is contemplating to explore business opportunity in e-Mobility related projects.</p> <p>1.3. NVVN intends to provide Electric Bus (E-Bus) solutions to various State /City Transport Authorities (STUs) by participating in the tenders / RFPs being invited by them under FAME II guidelines or other tenders/RFPs.</p> <p>1.4. NVVN envisages to procure (including AMC) the electric buses from the Electric Bus manufacturers (under a separate contract) and will get them operated through the Bus Operators for the required contract periods. NVVN shall establish and maintain the charging infrastructure for the electric buses. The upfront investments for the procurement of buses and charging infrastructure will be done by NVVN.</p> <p>1.5. NVVN is publishing this tender for receiving bids for Operation of 40 Nos. Electric Buses for 10 years on given routes as per the statutory rules and regulations in the state adhering to the time schedules indicated by NVVN & Directorate of Transport, A&N Islands</p> <p>1.6. Mode & Type of Bidding</p> <p>The bidding shall be done online through e-tender portal (www.eprocurementpcnic.in) as mentioned in the Bid Data Sheet (BDS). Bidders are advised to go through the guidelines provided at e-tender portal. 'Single Stage Two Envelope' bidding basis (Envelope-I: Techno-Commercial Bid & Envelope- II: Price Bid). Domestic Competitive Bidding.</p> <p>1.7. Bidders Eligible for Bidding</p> <p>Bidding is open to bidders from within the Employer's country only</p>	
2.0	Source of Funds	NTPC Vidyut Vyapar Nigam Limited (hereinafter called 'NVVN' or 'Employer') intends to finance the package named in the Bid Data Sheet (BDS) through domestic funding and own resources.
3.0	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible

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		<p>or liable for these costs, regardless of the conduct or outcome of the bidding process.</p> <p>The Bidder shall inspect and examine the site and shall satisfy himself as to the form and nature of the site, the quantities and nature of work and the equipment / materials necessary for the completion of the works and the means of access to the site, shall obtain all necessary information as to risks, contingencies, other circumstances, which may influence or affect his tender, before bidding. NVVN will not bear any liability / expenditure, whatsoever, on this account.</p>
B. The Bidding Documents		
4.0	Content of Bidding Documents	<p>4.1. The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.</p> <p>The bidding documents include the following sections:</p> <ol style="list-style-type: none"> a) Section I: Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB) b) Section II: Instruction to bidder (ITB) c) Section III: Bid Data Sheet (BDS) d) Section IV: General Conditions of the contract (GCC) e) Section V: Special Conditions of the Contract (SCC) f) Section VI: Technical Specifications g) Section VII: Forms & Procedures (Financial & Technical Bid) <p>This Document is meant for the exclusive purpose of submitting a Bid by the Bidder against this specification only and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.</p> <p>4.2. The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.</p> <p>Bidding Documents can be downloaded from the https://eprocurerntpc.nic.in. However, the payment towards cost of Bidding Documents is to be made along with the Bid Security separately.</p>
5.0	Clarification on Bidding Documents	<p>5.1. A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid/by email to nvvncontracts@ntpc.co.in prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives.</p>

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		<p>5.2. EMPLOYER will post the Clarifications under Clarification tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>5.3. Bidders must check the Clarifications /amendments /errata issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
6.0	Corrigendum/ Amendment to Bidding Documents	<p>6.1. At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>6.2. The corrigenda/amendment will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>6.3. Clarifications given only through on GePNIC Portal shall be considered as valid clarifications. Clarifications issued by any other person shall not be binding on the Owner. Verbal clarifications and information given by the Owner or its employee(s) or its representative(s) shall not in any way be binding on the Owner.</p> <p>6.4. To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
C. Preparation of Bids		
7.0	Language of Bid	<p>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.</p>

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8.0	Documents Comprising the Bid	<p>8.1. Single stage Two Envelope bidding procedure shall be followed. Bidders are required to submit their price bids and technical commercial bid online. Documents that are to be submitted physically such as Bid security, tender fee, no deviation certificate & power of attorney are to be submitted in hard copy separately. Both online and offline documents are to be submitted by the last date and time of submission of Bid as stipulated at IFB / subsequent communication in writing from the Owner, to be uploaded online at GePNIC Portal https://eprocentpc.nic.in.</p> <p>The "Price Bid" of only those Bidders who meet the qualifying requirements and whose bid is found to be in order, shall be opened.</p> <p>8.2. Following documents are to be submitted by the Bidder in One (01) envelope in hard copy:</p> <p>(i) Envelope 1 shall comprise of the following documents:</p> <ol style="list-style-type: none"> 1. Bid Security in Original 2. Tender Fee 3. No deviation Certificate in Original 4. Power of Attorney along with Board Resolution shall be furnished in hard copy in a sealed envelope, superscribed as under and be addressed to the NVVN address as mentioned in IFB 5. Integrity Pact 6. Letter of Undertaking / Deed of Joint Undertaking (if applicable) <p>"Original Bid Guarantee, Tender Fee, No deviation certificate, Power of Attorney along with Board Resolution, Integrity Pact, LOU for participating in tender of "OPERATION OF ELECTRIC BUSES FOR ANDAMAN & NICOBAR ISLANDS" as mentioned as per Bidding Document No due on (date of Bid Opening) from M/s "</p> <p>The bidders are requested to send the Bid Security, No deviation certificate, Tender Fee, Power of Attorney, Integrity Pact, Letter of Undertaking / Deed of Joint Undertaking (if applicable) well in advance so as to be received at the address mentioned at IFB before the scheduled date of closing of submission of bids as described in the time schedule in IFB / subsequent communication in writing from the Owner, failing which bid shall not be opened. NVVN shall not be liable for loss / non-receipt / late receipt of Bid Security in postal transit.</p> <p>Bid security of inadequate value, shall not be entertained and in such cases, bids shall not be opened.</p>
9.0	Price Bid and Price Schedules	<p>9.1. Bidder should quote the price for the entire scope of services as per Scope of work and Technical Specifications covered in the Bid</p>

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		<p>Documents. Please refer to the SCC for further information. The aforesaid price should be on following basis:</p> <p>(i) Cost of providing on-site Operation</p> <p>(ii) As per the price variation during the Contract period formula indicated in Special Conditions of Contract (SCC)</p> <p>Further the quoted bid price shall also include all related expenses such as traveling expenses, administrative charges, documentation charges, profit, overheads and all other incidental expenses of whatsoever nature that may be required to be incurred by the Bidder in connection with the Contract. NVVN shall not entertain any claims in this regard.</p> <p>9.2. Interest on money due to the contractor:</p> <p>Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.</p> <p>9.3. No claim for interest or damage:</p> <p>No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.</p>
10.0	Price Basis	Bidders are required to quote price on the price basis stipulated in the Special Conditions of Contract
11.0	Bid Currencies	All prices quoted should be in Indian Rupees and all payments shall be made in Indian Rupees irrespective of the currencies in which the Contractor incurs the expenditure during the execution of the Contract.
12.0	Bid Security /Bid Security (BID SECURITY)	
	12.1	The Bidder shall furnish, as part of its Bid, an Bid Security (BID SECURITY) in a sealed envelope in the amount and currency as stipulated in the NIT/Tender Enquiry/Bid Data Sheet
	12.2	The Bid Security (BID SECURITY) shall, at Bidders option, be in the form of Demand draft/Banker's Cheque/Bank Guarantee drawn in favour of NVVN Ltd. Payable at New Delhi
	12.3	Bid Security, No deviation certificate, Tender Fee, Power of Attorney, Integrity Pact, Letter of Undertaking / Deed of Joint Undertaking (if applicable) shall be submitted in a separate sealed envelope offline before the last date & time for submission of Bid proposal mentioned in the IFB / subsequent communication in writing from the Owner at the address mentioned below by hand or by Registered Post:

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		<p>Senior Manager(C&M)</p> <p>NTPC Vidyut Vyapar Nigam Limited, Core-5, 2nd Floor</p> <p>Scope complex, 7, Institutional Area Lodhi Road, New Delhi-110003</p> <p>Attention: Sr.Mgr (C&M)</p>
	12.4	The BID SECURITY (in case submitted by way of DD/BC/BG) in Original shall be submitted in a sealed envelope before the stipulated bid submission closing date and time.
	12.5	<p>Any Bid not accompanied by Bid security, No deviation certificate, Tender Fee, Power of Attorney, Integrity Pact, Letter of Undertaking / Deed of Joint Undertaking (if applicable) in accordance with above said provisions shall be treated as non-responsive by the Owner and shall not be opened.</p> <p>No interest will be payable by the Owner on the above Bid Security</p>
	12.6	In consideration of the Owner opening and considering the Bid for purposes of award, the Bidder shall keep his Bid valid for a period of Six (06) months from the date of opening of the Bid, during which period the Bidder agrees not to vary, alter or revoke his Bid as a whole or in part. If the Bidder, however, fails to keep his Bid valid for Six (06) months or varies it during the period, then the Owner shall be entitled to forfeit the Bid Security amount without any notice or proof of damages etc.
	12.7	In case of Single Stage Two Envelope process, the BID SECURITY of the Bidders whose Technical Bid has not been found acceptable, shall be returned along with letter communicating rejection of Technical Bid. The BID SECURITY of all the Bidders except recommended/evaluated L-1 bidder, whose price bids are opened, shall be returned. An intimation in this regard shall also be sent to all such bidders, after return of their BID SECURITY, through e-tendering system/e-mail by the concerned executive.
	12.8	The Bid Security of the successful Bidder will be returned when the said Bidder has furnished the CPG/Security Deposit, as applicable.
	12.9	<p>The Bid Security may be forfeited-</p> <ol style="list-style-type: none"> a) if the Bidder withdraws or varies its bid during the period of bid validity specified in bidding document; b) if the Bidder does not accept the correction of its Bid price c) if the Bidder refuses to withdraw, without any cost to the Owner, any deviation found elsewhere in the bid; d) if the bidder / his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NVVN. e) if a bidder after having been issued the Notification of Award (NOA), does not submit the acceptance of NOA and/or does not submit an acceptable Contract Performance Guarantee in line with Cl.24.0 of General Conditions of Contract. f) if a Bidder indulges in any activity leading to forfeiture of NVVN's Bid security by the State/City Transport Utility (STU)

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	<p style="text-align: center;">12.10</p> <p style="text-align: center;">Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</p>	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Bid Data Sheet.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the BID SECURITY.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>NVVN Limited</p> <p>Name of the Bank:</p> <p>Branch:</p> <p>Account No</p> <p>IFSC :</p> <p>MICR No.</p> </div> <p>In case of submission of BID SECURITY in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on BID SECURITY submission covering letter</p>
<p style="text-align: center;">13.0</p>	<p style="text-align: center;">Period of Validity of Bids (Techno-Commercial Bid and Price Bid)</p>	<p>15.1. The Bid shall be valid for Owner's acceptance for at least a period of Six (06) months from the date of opening of Bid, during which the Bidder shall not vary, alter or revoke his Bid as a whole or in part. The Owner does not bind itself to accept the lowest or any bid or to give reasons for their decision.</p> <p>15.2. In exceptional circumstances, the Owner may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or e-mail or by telefax. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
<p style="text-align: center;">14.0</p>	<p style="text-align: center;">Format and Signing of Bid</p>	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>A power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has the authority to sign the bid (and that the bid is binding upon the Bidder during the full period of its validity).</p> <p>(Board Resolution in this regard issuing the Power of Attorney shall also be submitted).</p>

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D. Submission of Bids		
15.0	Sealing and Marking of Bids	<p>Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.</p> <p>Bids must be submitted no later than the time and date stated in the IFB / subsequent communication in writing from the Owner.</p>
	15.1. Physical Bid	<p>Unless otherwise specified in the SCC, following Documents to be submitted in physical form in a sealed envelope duly marked as BID SECURITY with <i>Tender Reference number, Title, Tender Id and Date of Opening of Bid addressed to the Employer at the address given in the Bid Data Sheet</i>:</p> <ol style="list-style-type: none"> 1. The Bid Security in accordance with ITB Clause 12 / MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 40 2. The Tender Fee in accordance with the Tender/ MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 40 3. Authority/Power of Attorney to sign the bid 4. No deviation Certificate 5. Integrity Pact 6. Letter of Undertaking / Deed of Joint Undertaking (if applicable) <p>The bid submitted should be in line with the terms and conditions of Bid Document. The bidder shall submit the No Deviation Certificate in Envelope 1. Without the No Deviation Certificate, the Bid shall be considered as unresponsive and Bid shall be rejected and Bid Security amount shall be forfeited.</p> <p>Bidders may further note that with the submission of No Deviation Certificate, the bid shall be deemed to comply with all the requirements of the bidding documents and the bidders shall be required to comply with all terms & condition and specifications of the bidding documents, failing which the bid security of the bidder may be forfeited.</p> <p>Bidders may note that deviations, variations and additional conditions, etc. found in the bid shall be rejected and the bid security of the bidder may be forfeited.</p> <p><i>All the above shall be put in one envelope. The envelope shall be addressed to the Employer at the address given in the Bid Data Sheet and bear the Tender Reference number, Title, Tender Id, Date of Opening of Bid.</i></p> <p><i>These documents will be checked before opening of the on-line Techno-commercial bid and only those bids with valid BID SECURITY will be allowed for opening.</i></p> <p>Bidders are advised to ensure that the above should reach the</p>

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		<p>addressee (Employer) before the last date & Time for submission of Bid as specified in the NIT / Tender.</p> <p>NVVN shall not be responsible for any loss or delay in transit of these documents.</p>
	<p>15.2. ON-LINE</p>	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p> <p>Bidders may note that in case they do not accept the GTE conditions, their bids shall be not evaluated and shall be rejected.</p>
	<p>15.2.1. Techno-Commercial Bid</p>	
	<p>(A) COVER TYPE – FEE <i>(if Applicable)</i></p>	<p>The bidder shall furnish Scanned copy of following:</p> <ol style="list-style-type: none"> a. Bid Security b. Tender Fee c. Power of Attorney d. No Deviation Certificate e. Integrity Pact f. Letter of Undertaking / Deed of Joint Undertaking (if applicable)
	<p>(B) COVER TYPE – TECHNICAL</p>	<p>(A) The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements stipulated in the Notice Inviting Tender (NIT) and BDS/SCC.</p> <ol style="list-style-type: none"> (i) Bidder's Qualifications, Eligibility and Conformity to the Qualifying Requirements (QR) (ii) Documents in support of meeting QR stipulated in the tender. <p>(B) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.</p> <p>Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.</p> <p>EFT form and Registration details of the bidder to be submitted with the bid.</p>

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		<p>UNITS & STANDARDS / CODES / REGULATIONS</p> <p>The International System of Units (SI) will be used for carrying out the services mentioned in the specification. Indian Standards, Codes and Regulations, wherever applicable shall be adopted and adhered to by the Contractor. In case of such Indian Standards / Codes / Regulations being not available in particular areas, applicable and acceptable international standards shall be followed.</p>
	15.2.2	<p>The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p>
	<p>15.2.3. Price Bid (COVER TYPE – FINANCE)</p>	<p>Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering system. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line Price Bid only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. .</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only. Price Variation shall be as mentioned in SCC.</p>
<p>Documents to be uploaded in the format stipulated in the tender.</p>		
	Note:	<p>Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.</p>
16.0	<p>Deadline for Submission of Bids</p>	<p>16.1. Bids must be submitted online not later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>16.2. The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Bid Data Sheet before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>16.3. The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>16.4. The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute</p>

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		<p>hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>16.5. EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
17.0	Late Bid	Any Bid received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB Clause 16, will be rejected and returned unopened to the Bidder.
18.0	Modification and Withdrawal of Bids	<p>18.1. The Bidder may modify or withdraw its bid after submission, prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason is to be uploaded. once a bid is withdrawn, the bid cannot be resubmitted</p> <p>18.2. A Bidder wishing to withdraw its bid shall notify the Owner in writing prior to the deadline prescribed for bid submission.</p> <p>18.3. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.</p> <p>18.4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal, cancelling or varying any item thereof, of a bid during this interval may result in the forfeiture of Bidder's Bid Security, pursuant to ITB Sub Clause 12.9.</p>
E. Bid Opening and Evaluation		
19.0	Opening of Bids	
	19.1. Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>The envelope containing Bid Security, Tender Fee, Authority/Power Attorney, No deviation certificate, Integrity Pact, Letter of Undertaking / Deed of Joint Undertaking (if applicable) received off line (except in those cases where BID SECURITY, Tender Fee is not applicable) shall be opened first.</p> <p>Based on the Bid Security, Tender Fee, Authority/Power Attorney, No deviation certificate, Integrity Pact, Letter of Undertaking / Deed of Joint Undertaking (if applicable) to sign the bid received, Employer shall allow only those on line bids to be opened whose BID SECURITYs, Tender Fee have been received in NVVN and are adequate and acceptable as per conditions of the bid document. Any other document specified in SCC/BDS to be submitted along with BID SECURITY shall also have to be submitted.</p> <p>In case requisite Bid Security pursuant to ITB Clause 12.0, is not submitted before the stipulated bid submission closing date and time</p>

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		<p>then Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>Any other document specified in BDS/SPC to be submitted along with BID SECURITY shall also have to be submitted, failing which Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>QR and Technical Bid shall be opened together for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	<p>19.2. Price Bid Opening</p>	<p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, Employer will inform by email the eligible Bidders regarding date and time set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Bid Security shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
20.0.	<p>Clarification on Bids</p>	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB.</p>
21.0.	<p>Preliminary Examination of Techno-Commercial Bids</p>	<p>21.1. Prior to detailed evaluation, the Owner will determine whether each Bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Owner's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids. The Owner's decision in respect of the determination of the responsiveness of a bid will be final and binding on all the Bidders.</p>

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		<p>21.2. A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.</p> <p>21.3. The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>21.4. The bids received and accepted will be evaluated by the Owner to ascertain the responsive lowest evaluated bid (lowest quoted price) in the interest of the Owner, for the complete scope of works covered under these specifications and documents. Evaluation of offers will be carried out on the basis of quoted price and evaluation criteria indicated in BDS/SCC.</p> <p>21.5. The Owner does not bind itself to accept the lowest or any offer or to give any reasons for its decision. The participating bidders may note that the decision of Owner shall be final and binding on all matters / issues arising out the bidding process.</p>
22.0.	Evaluation Of Techno-Commercial Bids	<p>22.1. EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>22.2. In case the Bidder refuses to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.</p>
23.0.	Qualification	As per Bid Data Sheet
24.0.	Clarification Meeting	Not Applicable
25.0.	NOT USED	
26.0.	Preliminary Examination of Price Bid	The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
27.0.	Evaluation of Price Bids	

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	27.1.	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, NVVN shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, NVVN shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted. • Price adjustment for correction of discrepancy. • Price adjustment due to discounts offered; • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition; <p>Price adjustment due to application of the evaluation criteria.</p>
	27.2.	<p>The Bid Documents are mutually explanatory of one another. If there are varying or conflicting provisions made in any one of the Bid Documents, NVVN shall be deciding authority with regard to the intention of the Bid Document and any such decision given by NVVN in this regard shall be final and binding on the Bidders.</p> <p>Any error in description, quantity or rate in the Price Schedule as mentioned in Price Bid or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to the scope of services specified in the Scope of Works or from any of his obligations under the Contract.</p> <p>If on checking, any difference is found between the rates given by the Bidder in words and figures or in the amount worked out by him in the proposal, the same shall be rectified in accordance with the following rules:</p> <p>(a) In the event of discrepancy between prices quoted in words and figures, the description in words shall prevail.</p> <p>(b) In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.</p> <p>(c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.</p> <p>If the Bidder does not accept the corrections of the errors as above, its Bid will be rejected and Bid Security may be forfeited.</p>
	27.3.	<p>The evaluation criteria specified in Bid data Sheet/ Special Condition of the contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
28.0.	Purchase Preference for Make In India	Not Applicable

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29.0.	Contacting The Employer	<p>No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
F. <u>Award of Contract</u>		
30.0.	Award Criteria	<p>Subject to ITB Clause 32, the Employer will award the contract to the successful Bidder whose bid has been determined to be responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Bid Security will be forfeited.</p>
31.0.	Employer's Right To Accept Any Bid And To Reject Any Or All Bids	<p>Owner reserves the right for the following:-</p> <p>31.1. Rejection of any or all offers without assigning any reason whatsoever.</p> <p>31.2. Rejection of any offer with incomplete scope of works or which is an incomplete or non responsive offer in the opinion of the Owner.</p> <p>31.3. Review of the work performed by the Contractor either by Owner or through its authorized Agency separately appointed by Owner and ask for any clarification and changes / modifications to the work performed by the Contractor. Such changes shall be mutually discussed and agreed between the Owner and the Contractor and the same shall be incorporated by the Contractor in his work without any cost liability to the Owner and without any dilution of the responsibility of the Contractor.</p>
32.0.	Notification of Award	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award.</p>
33.0.	Signing the Contract Agreement	<p>At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer will send to the Bidder the Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.</p> <p>Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign and date the Contract Agreement and return it to the Employer.</p>
34.0	CONTRACT PERFORMANCE GUARANTEE	<p>24.1 As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish in favour of the Owner, a contract performance guarantee in the form of Bank Guarantee (Annexure 5) in favour of the Owner within Seven (30) days of Letter of award.</p>

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		<p>24.2 The Contract Performance Guarantee as specified in Special Conditions of Contract Volume-IB shall be in Indian Rupees.</p> <p>24.3 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the Bid Documents.</p> <p>24.4 The Performance Guarantee will be returned to the Contractor without any interest on successful completion and fulfillment of all obligations under the Contract.</p>
35.0.	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a bidder after having been issued the Letter of Award, either does not accept the LOA or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after opening of tenders where BID SECURITY is 'NIL/Not Applicable' or exempted for bidders as per policy guidelines, withdraw its offer with in validity period of the offer, then such bidder shall be treated as in eligible for participation in the future tenders issued from NVVN for six (6) months from the date of withdrawal of the bid.</p> <p>If a bidder after having issued Notification of Award /LOA of a package where BID SECURITY is 'NIL/Not Applicable' or exempted for bidders as per policy guidelines, either does not accept of award purchase order of a package or does not Sign Contract Agreement in pursuant of ITB clause "signing of contract Agreement" or does not submit acceptable performance Security in pursuant of ITB clause "Performance Security" and which result in tender being annulled then such bidder shall be treated as in eligible for participation in re-tendering of this particular package. Further such bidder shall also be dealt as per provisions of the policy of Withholding and Banning of Business dealings.</p>
36.0.	Integrity Pact	<p>Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per relevant attachment to the Bidding Documents which has been pre-signed by Employer, and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid. Where the Joint Venture(s) /Consortium are permitted to participate in the bid, the signing of Integrity Pact (IP) by all JV Partner(s)/ Consortium members is mandatory. The Integrity Pact (IP) is to be submitted in a separate sealed envelope. Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bids shall not be opened.</p>
37.0.	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or</p>

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		<p>soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0.	<p>Fraud Prevention Policy</p>	<p>The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.nvvn.com.in/ www.ntpc.co.in and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>Bidders shall certify their compliance to the Fraud Prevention Policy of Employer by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept the Fraud Prevention Policy of NVVN/NTPC?”</p> <p>If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Bid Security shall be forfeited.</p>
39.0.	<p>Policy for withholding and Banning of Business Dealings</p>	<p>Policy for withholding and Banning of Business Dealings</p> <p>The Employer has in place a Policy for withholding and Banning of Business dealings as enclosed at Special Conditions of Contract (SCC) of the Bidding Documents. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for withholding and Banning of Business Dealings.</p> <p>Compliance to the “Policy for Withholding and Banning of Business Dealings” as indicated in the General Conditions of Contract (Section-IV) has to be confirmed by accepting the following attribute at e-tender site:</p> <p>“DO YOU ACCEPT WITHHOLDING & BANNING OF BUSINESS DEALING POLICY?”</p> <p>Bidder’s acceptance to the above attribute shall construe that the bidder has read the contents of the Banning Policy of NTPC/NVVN attached with this Bidding</p>

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		<p>Document and agrees to abide by this policy. Further, in terms of requirement under Banning policy, the bidder, by accepting the above attribute, also declares the following:</p> <p>a)The bidder has not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.</p> <p>b)The bidder has not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.</p> <p>c)The bidder's Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC/NVVN or NTPC's group companies during the last five years.</p> <p>By accepting the above attribute, the bidder also accepts that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.</p>
40.0	Benefits to MSEs	<p>Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of package wise evaluation tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:</p> <p>a) Award shall be given to L1 bidder if L1 bidder is a MSE.</p> <p>b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.</p> <p>c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.</p> <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc.</p>

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		<p>failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p>
41.0	Independent External Monitors (IEMs):	<p>In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.</p> <p>The Independent External Monitor(s) (IEMs) have been appointed by Employer, in terms of Integrity Pact (IP) which forms part of the Tenders/Contracts and details of the IEMs are available on tender website: www.ntpctender.com (under the tab "Integrity Pact").</p> <p>This panel is authorized to examine/consider all references made to it under this tender. The bidder(s), in case of any dispute(s)/complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NVVN or directly with the IEMs.</p> <p>The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors / JV Partners / Consortium member with confidentiality.</p>
42.0	Pre-Bid Conference	<p>The Bidder is requested to submit questions in writing or by fax or by email to reach Employer at the address indicated above, not later than the date as specified in IFB.</p> <p>Employer's responses to the queries raised by the bidders in writing shall be uploaded as Clarification / Errata/ Corrigendum on the e tender portal for information of all bidders. Further any modifications of the Bidding documents which may become necessary as a result of pre-bid conference shall be made by the Employer exclusively through an amendment to the bidding documents.</p>
43.0	Special Provision with regard to Offline documents	<p>In case of offline documents to be submitted, following may be noted:</p> <p>Bidder shall submit the physical bid (all the documents as mentioned in ITB 15.1) in hard copy before the stipulated bid submission date. However, following relaxation with regard to receipt of 'Documents to be submitted in physical form along with the bid' as a stop gap arrangement in view of COVID, Bidder is allowed to submit the documents (as per physical bid) also online subject to adhering to all the provisions below.</p> <p style="text-align: center;">A. Bid Security/Cost of Tender Fee</p> <p>In case of Bidders opting for Bank Guarantee as Bid Security but unable to send the Original Bank Guarantee in physical form at the tender opening location, following shall be applicable:</p>

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		<p>(i) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of BG along with following documents:-</p> <p>(a) The scanned copy of the BG.</p> <p>(b) SFMS message acknowledgement copy sent to NTPC banker stating the date of sending.</p> <p>(c) An undertaking through official e-mail ID of Bank as per format enclosed at Annexure- 11.</p> <p>SFMS message must be sent to the Employer's bank whose details are mentioned in Bidding documents.</p> <p>(ii) Bidders shall be required to upload the scanned copy of the BG on GePNIC / e- tendering portal.</p> <p>In case of Bidders opting for Demand Draft / Banker's Cheque as Bid Security / Cost of Bidding documents (Tender Fee), following shall be applicable:</p> <p>(i) Bidders who are unable to submit online EMD Bid Security / Cost of Bidding documents through GePNIC portal may opt for Online Transfer of Bid Security / Cost of Bidding documents through NEFT/RTGS to NTPC's Bank whose details are provided in the Bidding Document.</p> <p>(ii) While carrying out online transfer, Bidders shall ensure to enter "EMD - Tender No.-Vendor Name" in the Text / Remarks / Reason field. Bidder shall intimate the details of same through email to concerned C&M department and also upload the details in the "Fee/SCANNED COPY OF EMD" folder in GepNIC in the following format:</p> <p>Declaration for EMD / Tender Fee Deposit</p> <p>Tender No: Vendor Name: UTR Reference: Amount: Date of Transfer: Transferor Bank:</p> <p style="text-align: right;">(Signature of Vendor with Seal)</p> <p>B. Power of Attorney</p> <p>Bidder shall be required to upload scanned copy of the Power of Attorney of the Bidder / Collaborator(s)/ JV partners, as applicable, along with the Authority of the person issuing the Power of Attorney, along with the bid on the GePNIC / e-tender portal.</p>
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		<p>C. Integrity Pact</p> <p>Integrity Pact (digitally Pre-signed by the Employer), shall be digitally signed by all the Executants and submitted by the Bidder in 'Fee Cover'. In such cases, the signature of Witnesses in the Integrity Pact shall not be required.</p> <p>D. No Deviation Certificate</p> <p>Bidder shall be required to upload scanned copy of the No Deviation Certificate along with the bid on the GePNIC / e-tender portal.</p> <p>E. Deed of Joint Undertaking</p> <p>Bidder shall be required to submit a simplified "Undertaking to be jointly executed by the Bidder and the collaborator/associate for complying the provisions of Deed of Joint Undertaking", as per the format enclosed at Annexure- 12. The aforesaid Undertaking shall be signed/digitally signed by Bidder and its Associate(s)/Collaborator(s) on plain paper, and submitted digitally along with the Techno-commercial Bid.</p> <p>The DJU(s) Forms as per Qualifying Requirements (QR) will form part of the Bidding documents and bidders shall submit the aforesaid Undertaking, instead of DJU(s).</p> <p>Further, the bidder emerging as the successful Bidder shall be required to submit the applicable DJU(s), duly executed on Non-Judicial Stamp Paper of appropriate value as per the format enclosed with the Bidding documents, at the earliest but not later than fifteen (15) days from the date of opening of the price bid failing which the Bid may be liable for rejection and Bid Security may be forfeited by the Employer.</p>
	Important Note	<p>The Special Conditions of the contract will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation / finalization of the tender.</p>

**SECTION - III
BID DATA SHEET (BDS)**

SECTION III	BID DATA SHEET (BDS)	Page 35 of 170
OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS BIDDING DOCUMENT NO.: NVVN/C&M/RE-58/2020-21		

BID DATA SHEET (BDS)

BDS Item No	ITB Clause, If any	Data
1.0	ITB 1.0	<p>INTRODUCTION</p> <p>The present Bidding document is for inviting proposals for Operation of 40 Nos. of Midi AC Electric Buses and related activities as detailed in scope of services for the contract period in Andaman & Nicobar Islands. NVVN is intending to procure electric buses along with AMC service, under a separate contract.</p> <p>NVVN proposes to operate these Buses, under this contract in Andaman & Nicobar Islands. Vehicle shall run for approximately 200 Km +/- 10% kms in a day in traffic conditions prevalent in Islands with passengers, GVW and AC in service for a period of 18 hours.</p> <p>Land for Charging, parking and Bus Maintenance will be provided by Andaman Administration at 2 depots in the city.</p>
2.0	ITB 1.7	<p>MODE & TYPE OF BIDDING</p> <p>Domestic Competitive Bidding</p> <p>'Single Stage Two Envelope' bidding basis (Envelope-I: Techno-Commercial Bid & Envelope- II: Price Bid)</p> <p>Bidder are required to go through the Guidelines provided at following at tendering site:</p> <p>https://eprocurrentpc.nic.in</p>
3.0	ITB 2.0	<p>Name of the Package</p> <p>OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS</p>
4.0	New Clause	<p>QUALIFICATION REQUIREMENTS</p> <p>The Bidder should meet the following Qualifying requirements as stipulated as under Clause 1.0. In addition, the Bidder should also meet the requirements stipulated under Clause 2.0 together with requirements stipulated under section ITB.</p> <p>1.0 TECHNICAL CRITERIA</p> <p>The Bidder should have experience of operating minimum 25 Nos. buses in India, in maximum two contracts in India for State Transport Undertaking/Public Entities, for a continuous period of at least one (1) year in last three years prior to the date of techno-commercial bid opening.</p> <p>Note:</p> <p>I. Bidder shall submit documents like customer purchase orders, client certificates for successful performance of</p>

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		<p>contract, permit to operate issued by State Transport Authority / regulatory / licensing bodies etc., in support of meeting the requirements indicated above.</p> <p>II. The Bidder may utilize the experience of its Holding Company and / or Subsidiary Company and / or subsidiaries of its Holding Company for meeting the qualifying requirements. In such a case, the Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by the Bidder and its Holding Company/Subsidiary Company and/or subsidiaries of its Holding company as per the format enclosed in the Bidding documents. The DJU shall be submitted along with the Techno-commercial Bid, failing which the Bidder shall be disqualified and its Bid shall be rejected.</p> <p>III. In case of award of the package, the Holding Company/Subsidiary Company and/or subsidiaries of Holding company of Bidder will be required to furnish an on demand Bank Guarantee for an amount equivalent to 2% of the Annual Value of Operation Services being provided under the contract, in addition to the Contract Performance Security to be furnished by the Bidder.</p> <p>2.0 FINANCIAL CRITERIA</p> <p>2.1 The average annual turnover of the Bidder, in the preceding three (3) financial years as on the date of techno-commercial bid opening, should not be less than INR 5.5 crores (Indian Rupees Five Crores Fifty Lakhs only).</p> <p>In case, a Bidder does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its Techno-Commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.</p> <p>2.2 Net worth of the Bidder should not be less than 100% (hundred percent) of its paid-up share capital as on the last day of the preceding financial year on the date of Techno-commercial bid opening. In case the Bidder does not meet the Net Worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and / or Holding Company and / or Subsidiaries of its Holding companies wherever applicable. In such a case, however the Net worth of the Bidder and its Subsidiary(ies) and / or Holding Company and / or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However, individually, their Net worth should not</p>
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		<p>be less than 75% (seventy five percent) of their respective paid up share capitals.</p> <p>Net worth in combined manner shall be calculated as follows:</p> <p>Net worth (combined) = $(X1+X2+X3) / (Y1+Y2+Y3) \times 100$</p> <p>Where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1, Y2, Y3 are individual paid up share capitals.</p> <p>2.3 In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents on substantiation of its qualification:</p> <p>a) Copies of the unaudited unconsolidated standalone financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.</p> <p>b) A Certificate from the CEO / CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company.</p> <p>In case where audited results for the last financial year as on date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of three consecutive financial years proceeding the last financial year shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO / CFO as per the format enclosed in the bidding documents stating that the Financial results of the company are under audit as on techno-commercial bid opening date and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.</p> <p>Notes for Clause 2.0</p> <p>I. Net worth means the sum total of the paid up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.</p> <p>II. Other income shall not be considered for arriving at annual turnover.</p> <p>III. "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.</p>
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		IV. For Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of techno-commercial bid opening shall be used.
5.0	ITB 12.1	<p>Earnest Money Deposit (“EMD”) or Bid Security</p> <p>The Bidder shall furnish Bid Security of Rs. 1,00,00,000/- (Indian Rupees One Crore Only) in the form of a Bank Guarantee/DD/Bank Pay Order/BC</p> <p>Period of validity of Bid Security: 45 days beyond expiry of the validity of bid, i.e. 225 days from from the deadline for submission of bid.</p> <p>Bid Security shall be in favour of NTPC VIDYUT VYAPAR NIGAM LIMITED, NEW DELHI.</p>
6.0	ITB 12.10	<p>While issuing the physical BGs, the Bidder’s Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer’s Beneficiary Bank whose details are provided herein below:</p> <p>(i) Bank Name : State Bank of India (ii) Branch : SCOPE COMPLEX, DELHI -110003 (ii) Bank Address : Ground Floor, Core 6, Scope Complex, Lodhi Road, New Delhi-110003 (iii) IFSC Code : SBIN0020511 (iv) Account No.: 52142903980</p>
7.0	ITB 13.0	<p>Period of Validity of Bids</p> <p>180 days from the date of Bid Opening</p>
8.0	ITB 15.1	<p>Submission of Physical Bid</p> <ol style="list-style-type: none"> 1. The Bid Security in accordance with ITB Clause 12 / MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 40 2. The Tender Fee in accordance with the Tender/ MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 40 3. Authority/Power of Attorney to sign the bid 4. No deviation Certificate 5. Integrity Pact 6. Letter of Undertaking / Deed of Joint Undertaking (if applicable) <p>are to be submitted in original (hard copy) at address below</p> <p>Sr. Manager (C&M) NTPC Vidyut Vyapar Limited, 2nd floor, Core-5 Scope Complex, Institutional Area, Lodhi Road, New Delhi - 110003, India. Email: nvvncontracts@ntpc.co.in</p>

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9.0	ITB 15.2	<p>Online Bid has to be submitted in</p> <p>https://eprocurementpc.nic.in</p> <p>Note: It is required by the agency to register in the GePNIC E-tender portal and it is mandatory to download official copy of Tender Document from Electronic Tender System (ETS) Portal of GePNIC to participate in the Tender. Any amendment(s) / corrigendum / clarifications with respect to this Bid shall be uploaded on https://eprocurementpc.nic.in website only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.</p>
10.0	ITB 16	Deadline for Bid Submission- as stated in IFB and subsequent amendment, if any.
11.0	ITB 19	<p>Physical Bid will be opened at the following address</p> <p>Location of Bid Opening:- NTPC Vidyut Vyapar Limited, 2nd floor, Core-5 Scope Complex, Institutional Area, Lodhi Road, New Delhi - 110003, India.</p> <p>Online Bid will be opened GEPNIC portal</p>
12.0	ITB 27	<p>Evaluation of Price Bid</p> <p>i. Evaluation of bids shall be done on quoted price for 1st year of Operation and related services (hereafter referred as "Operation Services") including taxes & duties. For the evaluation purpose, the Quoted rate for Operation services in Rs per km for First Year shall be multiplied by Total kms. of operation (M) during the contract period. (i.e. Quoted Rate for Operation Services in Rs per km for First Year x KM per year per Bus x Number of Buses x Contract Duration in Years = M)</p> <p>ii. All taxes & Duties for Operation Services as per the scope of work shall be included in quoted prices. Only GST shall be quoted separately by the bidder.</p> <p>iii. An illustrative method of evaluation is illustrated below:</p> <p style="padding-left: 40px;">Quoted Bid Price including taxes & duties except GST</p> <p style="padding-left: 40px;">(A) Total Value of Operation Services - M</p> <p style="padding-left: 40px;">(B) GST on M - G</p> <p style="padding-left: 40px;">(F) Evaluated Bid Price EP = (M+G)</p> <p>The Bidder with the 'Lowest' Evaluated Bid price EP will be successful bidder. Arithmetical corrections shall be carried out as</p>

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		per ITB Clause 27.2.
13.0	ITB 42	Pre Bid Meeting is not Envisaged

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GENERAL CONDITIONS OF CONTRACT (GCC)

A. Contract and Interpretation

1.0 Definitions

Unless defined otherwise, the following terms wherever used in this Document shall have the following meanings.

- 1.1. "Owner" or "NVVN" or "Client" or "Employer" shall mean the NTPC Vidyut Vyapar Nigam Limited (NVVN), New Delhi, India (A wholly owned subsidiary of NTPC Ltd.) and shall include their legal representatives, successors and permitted assigns.
- 1.2. "Engineer" or "Engineer-in-Charge" or "E.I.C." shall mean the officer appointed in writing by the Owner to act as "Coordinator" from time to time on behalf of Owner in all matters pertaining to this Contract.
- 1.3. "Bid Document" shall mean this bid document issued to Bidders comprising:
 - a) Section I: Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)
 - b) Section II: Instruction to bidder (ITB)
 - c) Section III: Bid Data Sheet (BDS)
 - d) Section IV: General Conditions of the contract (GCC)
 - e) Section V: Special Conditions of the Contract (SCC)
 - f) Section VI: Technical Specifications
 - g) Section VII: Forms & Procedures (Financial & Technical Bid)

and all Corrigendum / Amendments, if any, issued by NVVN in accordance with this Bid Document.

- 1.4. "Specification" shall mean the 'Scope of Work', 'Technical Specifications', 'General Conditions of Contract', 'Special Conditions of Contract', 'Bid Proposal Sheets/Forms' and 'Bid Price Schedule' forming a part of the Bid Document, Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.5. "Contractor" shall mean the Bidder whose Bid has been accepted by the Owner for award of the work and shall include his legal representatives, successors and permitted assigns.
- 1.6. "Contract" shall mean the Notice of Award of Contract / Letter of Award, together with the documents referred to therein. These shall together constitute the Contract and the term "Contract" shall in all such documents be construed accordingly.
- 1.7. "Notice of Award of Contract" / "Letter of Award" shall mean the official intimation from the Owner notifying the successful Bidder that its proposal has been accepted.
- 1.8. "Date of Contract" shall mean the date on which the Notice of Award of Contract or Letter of Award has been issued by the Owner or any other date mentioned in the Notice of Award of Contract or Letter of Award, as the effective date of Contract, whichever is earlier.
- 1.9. A "week" shall mean a continuous period of seven (07) days.
- 1.10. "Indian Rupees" or the sign "Rs." shall mean the currency of the Government of India.
- 1.11. The "Government" shall mean the "Government of India" or "Government of State where the site is located" or an authorized representative / agency / department of the "Government of India" or an authorized representative / agency / department of the "Government of the state where the site is located".
- 1.12. The words imparting singular shall also include the plural and vice-versa where the context so

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requires.

- 1.13. "Starting Date" shall mean the date from which the periods specified for various activities are measured and as set forth in the completion schedules. The starting date for each schedule, unless otherwise agreed, shall be as indicated in the respective schedule.
- 1.14. "Month" shall mean calendar month. "Day" or "Days" unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each. Working days in a month shall be as defined by Contractor in its offer.
- 1.15. The title or heading shall not alter or affect the intent or scope of the clauses or articles of the Documents.
- 1.16. Date of Completion of Contract

Unless otherwise terminated under the provisions of any other relevant clause of the Document, Contract shall be deemed to have been completed after issuance of the certification from Engineer-in-Charge that there is no demand outstanding against the Contractor and all liabilities under the Contract have been satisfactorily fulfilled by the Contractor.
- 1.17. Words imparting "Person" shall include firms, companies, corporations and association or bodies of individuals, whether incorporated or not.

2.0. Contract Documents

- 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 2.2 The Contract will be signed in three originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer.

3.0. Interpretation

3.1 Language

- 3.1.1 Unless the Contractor is a national of the Employer's country and the Employer and the Contractor agree to use the local language, all Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.
- 3.1.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
- 3.1.3 The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.

3.2 Singular and Plural

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The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons

Words importing persons or parties shall include firms, corporations and government entities.

3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 Construction of the Contract

3.6.1 The Contracts to be entered into between the Employer and the successful bidder shall be as per SCC.

3.7 Entire Agreement

Subject to GCC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.8 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

3.9 Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.

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3.10 Joint Venture or Consortium

If the Contractor is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to the Employer for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

3.11 Non-Waiver

3.11.1 Subject to GCC Sub-Clause 3.11.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.11.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.12 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4.0 Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Coordination Procedure to be finalised pursuant to GCC Sub- Clause 17.2.3.1, with the following provisions.

4.1.1 Any notice sent by cable, telegraph, facsimile or EDI shall be confirmed within two (2) days after despatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

4.1.3 Any notice delivered personally or sent by telegraph, facsimile shall be deemed to have been delivered on date of its despatch.

4.1.4 Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

5. Governing Laws

5.1 The Contract shall be governed by and interpreted in accordance with laws in force in India. The

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Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

6. Settlement of Disputes

6.1. Mutual Consultation

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works, whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.

6.2. Resolution of Dispute through Expert Settlement Council

If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute if the parties agree, may be referred to Conciliation in cases involving disputed amount up to Rs 250 crores, which is to be arrived at considering the claim and counter claim of the parties to the dispute.

6.2.1. Invitation for Conciliation:

6.2.1.1. A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of raising of the dispute in case of failure to resolve the same through mutual consultation. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

6.2.1.2 Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 30 days from the date of the invitation to conciliate. If the other party rejects the invitation or disputed amount exceeds Rs 250 crores, there will be no Conciliation proceedings. There shall be no Conciliation where claim amount is only up to Rs 5 lakhs.

6.2.1.3 If the party initiating Conciliation does not receive a reply within thirty days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

6.2.2. Conciliation:

6.2.2.1. Where Invitation for Conciliation has been furnished under GCC sub clause 7.2.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CHAIRMAN, NVVN.

6.2.2.2. ESC will be formed from experts comprising of three members from the panel of conciliators maintained by NVVN. However, there will be single member ESC for disputes involving claim and counter claim (if any) up to Rs. 1 crore. CHAIRMAN will have authority to reconstitute an ESC to fill any vacancy.

6.2.2.3 The eligible persons for consideration for empanelment in the panel of conciliators shall be amongst Retired Civil Servants of Govt. of India not below the rank of Joint Secretary, Retired Judges, Retired Executive directors/Directors/ Chairman of any Maharatna / Navratna company in India other than NVVN Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India other than NVVN Ltd and Independent experts in

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their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.

6.2.3. Proceedings before ESC:

6.2.3.1. The claimant shall submit its statement of claims along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 30 days of the issue of the appointment letter. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. Parties may file their rejoinder/additional documents, if any in support of their claim/counterclaim within next 15 days. No documents thereafter, except with the permission of ESC. 6.2.3.2. The parties shall file their claim and counterclaim in the following format

- a. Chronology of the dispute
- b. Brief of the contract
- c. Brief history of the dispute
- d. Issues

Sl. No.	Description of Claims/Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause

- e. Details of Claim(s)/Counter Claim(s)
- f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note: Statement of claims shall be restricted to maximum limit of 20 pages.

6.2.3.3. In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.

6.2.3.4. The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of NVVN who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.

6.2.3.5. ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. ESC will give its recommendations to both the parties recommending possible terms of settlement. CHAIRMAN, NVVN may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons.

6.2.3.6. Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Delhi or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.

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6.2.4. Fees & Facilities to the Members of the ESC

The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:

S. No.	Fees/ Facility	Entitlement
1	Fees	As paid to NVVN Independent Directors [Presently Rs. 20,000 per meeting]. In addition each conciliator to be paid Rs. 10,000 for attending meeting to authenticate the settlement agreement - max. of Rs. 2,10,000 per case per Conciliator.
2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).
3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day
4	Venue for meeting	NVVN conference rooms
Facilities to be provided to the out-stationed member		
S. No.	Fees/ Facility	Entitlement
5	Travel from the city of residence to the meeting city of	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt. of India.
6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000
7	Stay for out stationed members	As per entitlement of Independent Directors.
8	Transport in city of the meeting	Car as per entitlement or Rs. 2000 per day

Aforesaid fees is subject to revision by NVVN from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.

6.2.5. If decision of NVVN is acceptable to the contractor, a Settlement Agreement under section 73 of the Arbitration and Conciliation Act 1996 will be signed within 15 days of contractor's acceptance

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and same shall be authenticated by all the ESC members. Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.

- 6.2.6. The parties shall keep confidential all matters relating to the Conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings.

6.3. Arbitration

If the process of mutual consultation and/or ESC fails to arrive at a settlement between the parties as mentioned at GCC Sub-Clauses above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, with a copy for information to the ESC (as applicable), of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. total amount of Claims excluding claims of interest) does not exceed Rs. 25 crores. In case the disputed amount exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the claim amount is only up to Rs. 5 lakhs.

- 6.3.1. The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter- Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.

The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.

The parties to the contract shall invoke arbitration within Six months from the date of completion of the execution of work under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months. The parties shall not invoke arbitration other than in the case of completion of execution of work or the termination of the contract as mentioned above.

Notwithstanding the above, in case of disputes with Indian Contractor who is a Central Government Department /Enterprise /organisation or a State Level Public Enterprise (SLPE), the aforesaid limit of Rs 25 crores shall not be applicable and arbitration proceeding may be commenced irrespective of the amount involved in dispute if the dispute could not be resolved through Conciliation as brought out at GCC Sub Clause 7.2 above.

- 6.3.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 7.3.1, shall be finally settled by arbitration.
- 6.3.3. Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CHAIRMAN, NVVN from the List of empanelled Arbitrators of NVVN in the following manner :-
- A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.
 - If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CHAIRMAN, NVVN to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.

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- c. It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under section 29B of the Arbitration and Conciliation Act, 1996 as amended.
- d. Arbitrator shall be paid fees at the following rates:

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.
Upto Rs 50 lakhs	Rs. 10,000 per meeting subject to a ceiling of Rs. 1,00,000/-.
Above Rs 50 lakhs to Rs 1 crore	Rs. 1,35,000/- plus Rs. 1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.
Above Rs. 1 crore and upto Rs. 5 Crores	Rs. 2,25,000/- plus Rs. 33,750 per crore or a part there of subject to a ceiling of Rs. 3,60,000/-.
Above Rs. 5 crores and upto Rs. 10 crores.	Rs. 3,60,000/- plus Rs. 22,500/- per crore or a part there of subject to a ceiling of Rs. 4,72,500/-.
Above Rs. 10 crores	Rs. 4,72,500 plus Rs. 18,000/- per crore or part thereof subject to a ceiling of Rs. 1,00,00,000/-.

If the claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee as brought out above.

- e. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:
- i. 40% of the fees if the Pleadings are complete.
 - ii. 60% of the fees if the Hearing has commenced.
 - iii. 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
- f. Each party shall pay its share of arbitrator's fees in stages as under:
- I. 40 % of the fees on Completion of Pleadings.
 - II. 40% of the fees on Conclusion of the Final Hearing.
 - III. 20% at the time when arbitrator notifies the date of final award.
- g. The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.
- h. The Arbitration shall be held at Delhi only.
- i. The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.

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j. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

6.3.4. In case the Indian Contractor is a Central Government Department/Enterprise/organisation or a State Level Public Enterprise (SLPE), the dispute arising between the Employer and the Contractor shall be referred for resolution to the Permanent Machinery of Arbitrators (PMA) of the Department of Public Enterprises, Government of India as per Office Memorandum No. 4(1) 2011- DPE(PMA)-GL dated 12.06.2013 issued by Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises and its further modifications and amendments.

6.4. Notwithstanding any reference to the Conciliation or Arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- b. the Employer shall pay the Contractor any monies due to the Contractor.

B. Subject Matter of Contract

7.0. Scope of Contract

The Work to be carried out under the Contract shall be as delineated in Bidding Documents and shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the Works.

8.0 Time for Commencement and Completion

The execution of the Works shall commence from the date of award unless specified otherwise in the Contract. The entire scope of Work covered under this Contract shall be completed within the time stated in SCC or within such extended time granted to the Contractor by the Employer.

9.0 Contractor's Responsibilities

9.1. As mentioned in Technical Specifications (Scope of works) Section VI.

9.2. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

9.3. The Contractor shall comply with all laws in force in the country where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Sub-Clause 10.1 hereof.

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10.0. Employer's Responsibilities

- 10.1. As mentioned in the Technical Specifications (Scope of works) Section VI
- 10.2. The Employer shall ensure the accuracy of all information and/or data to be supplied by the Employer as described in Section VI (Scope of Works) to the Contract, except when otherwise expressly stated in the Contract.

11.0 Contract Price

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- 11.1. The Contract Price shall be as specified Letter of Award/Contract Agreement
- 11.2. The Contract Price shall be adjusted in accordance with provisions of Letter of Award/Contract Agreement
- 11.3. Subject to GCC Sub-Clauses 9.2, 10.1 and 35 (Unforeseen Conditions) hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12.0. Terms of Payment

- 12.1. All the invoice of payment shall be supported by necessary Documents and submitted in duplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted. The Owner shall pay to the Contractor all the admissible payment within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services. In the event, there is any query in respect of any item of such invoice requiring clarification, the Engineer-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of thirty (30) days thereafter. If no mutual agreement can be reached within a period of forty five (45) days after receipt of the invoices by the Engineer-in Charge, the Owner shall make payment against the balance of invoice (original amount less the amount in question) to the Contractor within thirty (30) days thereafter i.e. within seventy five (75) days from the date of receipt of invoice by the Engineer-in-charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Owner.
- 12.2. All payments made during the Contract shall be on account payments only. The Final Payment will be made on completion of the entire work and on fulfillment by the Contractor of all his liabilities under the Contract.
- 12.3. Bidder shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Bidder shall hold the Owner harmless & Owner shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.

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13.0. Securities

13.1. Issuance of Securities

The Contractor shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below

13.2. Advance Payment Security

13.2.1 The Contractor shall, within twenty-eight (30) days of the Notification of Award of Contract, provide a security in an amount equal to the advance payment (as mentioned in SCC).

13.2.2 The security shall be in the form of an unconditional bank guarantee as per the proforma provided in Section VII (Forms and Procedures)- Form of Advance Payment Security.

13.2.3 The Advance payment Security shall be reduced prorata if as mentioned in the special conditions. It should be clearly understood that reduction in the value of security for advance shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Facilities for which the reduction in the value of security is allowed.

13.3. Performance Security

13.3.1. As mentioned in the SCC clause No 3.0

13.3.2. The Bank Guarantees submitted towards Advance Payment Security and Contract Performance Security shall be essentially from any of the Banks listed at **Annexure 4** to Forms & Procedures.

The bank guarantee submitted from within India towards Advance Payment Security and Contract Performance Security shall be issued on a stamp paper of appropriate value as per stamp act prevailing in the State of the issuing Bank in India or the state of U.P. in India or the State

14.0. Taxes and Duties

14.1. The quoted prices should be inclusive of all taxes, duties and levies, etc. except GST and applicable surcharge and cess there upon on direct transactions between the bidder and NVVN.

14.2. GST there upon as applicable on direct transaction between Owner and Contractor under this Contract (component of contract price on which GST is applicable and the rate of GST) will be indicated by the bidder separately in item data mentioned in Price Bid and the GST including statutory variations & any new cess and / or levies there upon during the currency of the contract shall be reimbursable by Owner. GST will be payable as applicable at the time of making payment.

14.3. As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities. NVVN shall not bear any such expenditure.

14.4. However, the Owner is entitled to deduct taxes at source from the payment to be made to the contractor in accordance with the Indian Tax laws and rules as applicable from time to time and deposit it with the concerned Authorities within the prescribed time. The Contractor shall be

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required to submit the PAN details to the Engineer-in-Charge before the submission of the first bill.

D. Intellectual Property

15.0. Copyright

The copyright in all documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer shall however be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the contract including, if required, for operation and maintenance of the facilities.

16.0. Confidential Information

- 16.1. The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 16.
- 16.2. The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.
- 16.3. The obligation of a party under GCC Sub-Clauses above, however, shall not apply to that information which
- (a) now or hereafter enters the public domain through no fault of that party
 - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
 - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 16.4. The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 16.5. The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract.

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E. Work Execution

17.0. Representatives

17.1. Engineer-In-Charge

If the Engineer-In-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Engineer-In-Charge. The Employer may from time to time appoint some other person as the Engineer-In-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Employer shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Engineer-In-Charge shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-In-Charge, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer-In-Charge, except as herein otherwise provided.

Association of NVVN Engineers

NVVN may depute their engineers / representatives to be present during the entire period of Contract or any part thereof and they would be closely associated by the Contractor in activities relating to the execution of the contract. NVVN's authorized representatives will have to be provided necessary information whenever asked for.

The engineers will also discuss results of tests/trials/works under execution and may make certain suggestions. The Contractor shall provide all facilities for NVVN engineers / representatives to have fruitful participation in the work. The Contractor shall submit all test results, drawings to the E.I.C. for his approval and the final document will be prepared after incorporating charges / modifications / additions / alterations suggested by the E.I.C. The travel charges (to & fro) and the boarding and lodging charges of NVVN engineers / representatives shall be borne by NVVN.

Access to Contractor's Office

The authorized representative(s) of NVVN shall be provided access to the Contractor's and / or his sub-Contractor's premises at any reasonable time during the pendency of this work for expediting, inspection, checking of the progress of the Contractor's work.

17.2. Contractor's Representative

17.2.1. The Contractor shall appoint the Contractor's Representative within fourteen (14) days of the Effective Date or before start of work whichever is earlier and shall request the Employer in writing to approve the person so appointed.

17.2.1.1. The Contractor's representative shall be a regular Employee/ Partner/ Director only and the Contractor shall be required to submit a Power of Attorney in original in favour of its representative. Notarized photocopy of the Power of Attorney shall be acceptable only if the Power of Attorney has been registered by the Contractor. The Employer may verify the

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photocopy of the Power of Attorney with the Original and the Contractor shall be required to produce the original Power of Attorney for verification, if required by the Employer. The relation of the Contractor's representative with the contractor such as Partner/ Employee etc. should be clearly brought out in the Power of Attorney. The Contractor would be required to submit a documentary proof of the relation of the Contractor's representative with the contractor in the form of self-attested copy of any of the following documents:

- i. Previous financial year's Form 16 as available at TRACES site of Income tax department, if the Contractor's representative is an employee of contractor or his Appointment Letter/Salary Slip/other documentary evidence (only in case of recent appointment or where Form 16 details are not uploaded at TRACES). Further, the Contractor shall submit the copy of Form 16 as available through TRACES site for every subsequent year also in respect of the Contractor's representative till the period of authorization.
- ii. Article of Association / Registered Partnership Deed if the Contractor's representative is a partner or stake holder in Company.

In case, the Contractor is not able to submit any of the documentary proofs as mentioned above at para (i) & (ii), he would be required to submit an affidavit stating the relationship between the Contractor's representative and the Contractor.

17.2.1.2 In case, the Contractor's representative is also doing some other Contract(s)/Work(s) as nominee of the same contractor, the Contractor shall give a declaration citing list of all works where the Contractor's representative is the nominee.

17.2.1.3 If the Employer objects to the appointment giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.

The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-In-Charge all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Engineer-In-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1.

17.2.2 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Engineer-In-Charge.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

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For the purpose of execution of contract, the Employer and the Contractor shall finalise and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co- ordination Procedure.

- 17.2.3. The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.
- 17.2.4 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.
- 17.2.5 In case any of the information/declaration/undertaking provided by Contractor/Contractor's representative is found to be false and/or the Contractor/Contractor's representative suppresses any relevant information at any stage, the Contractor will be liable for actions in terms of Employer's Banning policy.

18.0. Work Program

METHODOLOGY OF EXECUTION OF CONTRACT & PROGRESS OF WORK

The Bidder shall include in the proposal, its organization chart and the methodology intended to be followed for successful execution of the Contract. This shall include the Project leader and key personnel and their bio data having requisite experience in various areas as required by scope of services stipulated in Contract.

To review the progress of work and to resolve various outstanding issues, contract review meetings (CRM) shall be held periodically at office of NVVN. Both NVVN and the Contractor shall depute their key personnel for the CRM. During the Review Meetings the progress of work will be reviewed, constraints & their corrective actions will be identified. The Contractor shall use his best endeavor to implement the corrective actions so identified.

The Contractor shall prepare and submit to the Engineer-in-Charge monthly progress report showing the progress and status of the "Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of the Engineer-In-Charge. Draft formats of progress reports shall be finalized in consultation with the Engineer.

It is understood that submission of such reports and reviews thereof by NVVN shall not absolve the Contractor of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

MANPOWER DEPLOYMENT

The Contractor shall deploy task force of well qualified and experienced engineering/ science executive and draftsmen for this work. The manpower proposed to be deployed for this task shall be guaranteed by the Contractor in his offer both discipline-wise and category wise (for Engineers / Scientists and draftsmen) required for completion of services included under the scope of the specification. The Contractor shall depute a senior level executive to act as full-time overall co-ordinator and focal point for all interactions with NVVN throughout the entire

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period of the consultancy assignment. The bio-data of the Engineering / Scientific personnel proposed to be included in the Task Force should be enclosed with the offer. The task force so proposed is subject to the approval of the Owner. The owner may ask for suitable substitution of Engineers / Scientists in place of the proposed ones, if it so desires.

19.0. Subcontracting

The Contractor cannot assign or sub-Contract any portion of this work without the prior written consent of NVVN.

20.0. Design And Engineering - Not Applicable

21.0. Procurement - Not Applicable

22.0. Installation - Not Applicable

23.0. Test And Inspection - Not Applicable

24.0. Completion of Facilities - Not Applicable

25.0. Commissioning, Guarantee Tests and Operational Acceptance - Not Applicable

F. Guarantees and Liabilities

26.0. Completion Time Guarantee

LIQUIDATED DAMAGES FOR DELAY IN START OF WORK, COMPLETION AND / OR SHORTFALL IN PERFORMANCE OBLIGATIONS

For any delays, deficiencies and non-availability of equipments/services, attributable to the Contractor, beyond the Scheduled dates/periods of completion of various activities as per the agreed work schedule, Contractor shall pay to NVVN liquidated damages and not as penalty, amount(s) indicated in Special Conditions of Contract(SCC).

27.0. Defect Liability

As mentioned in SCC Clause

Delays by Employer or his Authorised Representative

In case the Contractor's performance is delayed due to any act of omission on the part of the Employer or his authorised representative, then the Contractor shall be given appropriate extension of time for the completion of the Works, to the extent such omission on the part of the Employer has caused delay in the Contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer-in-Charge shall be final.

If such delays by the Employer have resulted in any increase in the cost to the Contractor, the Contractor shall be eligible to claim demonstrable and reasonable costs supported by full details

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of such increased costs incurred by him with all documentary evidence. The Employer shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

28.0. Functional Guarantees

If and as mentioned in SCC Clause

29.0. Patent Indemnity - Not Applicable

30.0. Limitation of Liability

Except in cases of criminal negligence or wilful misconduct,

- (a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
- (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

G. Risk Distribution

31.0. Transfer of Ownership - Not Applicable

32.0. Care of Facilities

32.1. The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of period of contract and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 32.2 and 38.1.

32.2. If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of

- (a) (insofar as they relate to the country where the Site is located) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 (Insurance) hereof

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- (b) any use or occupation by the Employer or any third party (other than a Subcontractor) authorized by the Employer of any part of the Facilities
- (c) any use of or reliance upon any data or material documents provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein,

33.0. Loss of or Damage to Property; Accident or Injury to workers; Indemnification

- 33.1. Subject to GCC Sub-Clause 33.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the execution of the contract and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.
- 33.2. If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Sub-Clause 33.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses Incurred in so doing.

- 33.3. The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34 (Insurances), provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.
- 33.4. The party entitled to the benefit of an indemnity under this GCC Clause 33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

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34.0. Insurance

The electric buses shall be insured by NVVN at its cost during the contract duration.

The Operator shall be liable for any damage to the Bus on account of accidents. The Operator agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the NVVN/Authority. In case repairs are done while utilizing the insurance cover of the Bus, NVVN shall recover the expenditures incurred in excess of the amount received from insurance claims. Further NVVN shall recover all losses incidentals to such insurance claims like loss of No-claim bonuses, administrative expenses incurred during insurance claims etc.

The Operator agrees that the NVVN/Authority shall not be responsible for any liability arising out of any civil or criminal proceedings instituted by affected parties, as a result of such accident of the Bus and the Operator agrees that it shall keep the NVVN/Authority indemnified against any third-party claims arising from such accidents.

The Operator shall notify the relevant Government Instrumentalities and the NVVN/Authority of any accidents verbally, within 1 (one) hour of its occurrence followed by a written notice and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 5 (five) minutes of the occurrence of such accident, followed by a written notice. Where any persons involved in the accident have suffered injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The NVVN/Authority shall provide reasonable assistance support to the Operator on best efforts basis.

35.0. Unforeseen Conditions

35.1. If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the scope of works provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the scope, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work notify the Engineer-In-Charge in writing of

- a. the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen
- b. the additional work required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions
- c. the extent of the anticipated delay
- d. the additional cost and expense that the Contractor is likely to incur.
- e. On receiving any notice from the Contractor under this GCC Sub-Clause 35.1, the Engineer-In-Charge shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions

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encountered. Following such consultations, the Engineer-In-Charge shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.

36.0. Change in Laws and Regulations

If, after the date seven (7) days prior to the deadline set for Price Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

37.0. Force Majeure

37.1. "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. Force Majeure is hereby defined as any cause which is beyond the control of the Contractor or NVVN as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of Contract such as:-

- a) natural phenomena including but not limited to floods, earthquakes and epidemics.
- b) acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes, etc.

provided that either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cause.

The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of his obligations has been delayed for other causes.

37.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

37.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).

37.4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under

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GCC Sub-Clauses 37.6 and 38.5.

- 37.5. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall
- (a) constitute a default or breach of the Contract
 - (b) (subject to GCC Sub-Clauses 32.2, 38.3 and 38.4) give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 37.6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC Clause 6.
- 37.7. Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.

The obligations stipulated in this specification can only be suspended in the case of any particular item or work, in the event of Force Majeure as defined in Clause 39.0.0 or as the result of an agreement between the parties.

In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

38.0 War Risks

- 38.1. "War Risks" shall mean any of the following events occurring or existing in or near the country (or countries) where the Site is located:
- (a) war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and
 - (c) any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.
- 38.2. Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to
- (a) destruction of or damage to Facilities, Plant & Equipment, or any part thereof
 - (b) destruction of or damage to property of the Employer or any third party

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(c) injury or loss of life

if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

38.3. If the Facilities or any other property of the Contractor used or intended to be used for the purposes of the scope of work shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for

(a) any part of the Facilities or the Plant and Equipment so destroyed or damaged (to the extent not already paid for by the Employer)

(b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged so far as may be required by the Employer, and as may be necessary for Scope of Work,

(C) replacing or making good any such destruction or damage to the Facilities

38.3. Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.

38.4. If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with GCC Clause 6.

38.5. In the event of termination pursuant to GCC Sub-Clauses 38.3, the rights and obligations of the Employer and the Contractor shall be specified in GCC Sub-Clauses 42.1.2 and 42.1.3, except that the Contractor shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 42.1.3 in respect of any unexecuted Facilities as of the date of termination.

H. Change in Contract Elements

39.0. Change in the Facilities/Scope

39.1. NVVN shall have the right to request in writing additions or changes in the scope of services to be performed by the Contractor. If in the Contractor's opinion, any such additions or changes affect the completion schedule or the prices quoted in the contract, NVVN will be advised accordingly and the same shall be mutually settled. However, the Contractor shall continue to carry out the work pending final settlement, if any.

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- 39.2. NVVN reserves the right to delete any item/s or part thereof from the scope of services to be performed by the Contractor. For such purposes NVVN shall give to the Contractor a 30 days' notice in writing on receipt of which the Contractor shall take necessary steps as may be directed by NVVN and shall stop incurring any expenditure and performing services in connection with the item/s of work so deleted.
- 39.3. The corresponding charges for the deleted item(s) of work will be arrived based on the prices identified in the Contract and shall be deducted from the charges payable to the Contractor under the Contract. The Contractor, however, shall be entitled for the compensation for the amount of work and services already performed in connection with the item(s) deleted from the scope, at a mutually acceptable charges.

40.0. Extension of Time for Completion

- 40.1. The Time for Completion specified shall be extended if the Contractor is delayed or impeded in the performance of any of the obligations under the Contract by reason of any of the following:
- a) any occurrence of Force majeure as provided in GCC Clause entitled „Force Majeure”, or
 - b) Work Schedules for beyond deviation limits & Extra Items as provided in GCC Sub-Clause 45.5, or
 - c) any default or breach of the Contract by the Employer, or delay on the part of other contractors engaged by the Employer in executing work not forming part of this Contract, or
 - d) any suspension order given by the Employer under GCC Sub-Clauses 46.1 (ii) and 46.1 (iii)
 - e) Any other sufficient cause which, in the opinion of the Engineer-in-Charge, is beyond the Contractor's reasonable control;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

- 40.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Employer a notice in writing of a claim for an extension of the Time for Completion, together with particulars of the event(s) or circumstance(s) justifying such extension as soon as reasonably practicable, but no later than fourteen (14) days after the commencement of such event or circumstance. As soon as reasonably practicable, after the receipt of such notice and supporting particulars of the claim, the Employer shall give a fair and reasonable extension of time for completion of Work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within thirty (30) days of the date of receipt of such request by the Engineer-in-Charge.
- 40.3. The Contractor shall at all times use his reasonable efforts to minimise any delay in the performance of his obligations under the Contract.
- 40.4. The compensations, if any, payable to the Contractor on account of any one or more of the above reasons of delay have been separately dealt with under relevant provisions of the Contract.

41.0. Suspension

- 41.1. The Employer/ Engineer-In-Charge may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Engineer-In-Charge/

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Employer.

If, by virtue of a suspension order given by the Engineer-In-Charge/Employer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer-In-Charge requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39 (Change in the Scope), excluding the performance of the suspended obligations from the Contract.

41.2. If the Employer fails to do so within such period, the Contractor may, by a further notice to the Engineer-In-Charge, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 (Change in the Facilities) or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 42.1 (Termination for Employer's Convenience).

41.3. If the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause to the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or

the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities; then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress. If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Employer.

42.0 Termination

42.1. Termination for Default

The Owner may without prejudice to any other rights or remedies for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part

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If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by the Owner in writing.

If the Contractor fails to perform any other obligations(s) under the Contract or

If the Contractor, in either of the above circumstances, does not cure its failure within a period of 10 days after receipt of the default notice from the Owner.

In the event the Owner terminates the Contract in whole or in part, the Owner may get the services done, upon such terms and in such manner as it deems appropriate, and the Contractor shall be liable to the Owner for any excess costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

42.2. Termination by Owner

The Owner, may by written notice sent to the Contractor, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Owner's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

The supplies and services that are completed as on the date of termination shall be accepted by the Owner at the Contract terms and prices. For the remaining supplies and services, the Owner may elect:

To have any portion completed and delivered at the Contract terms and prices; and or to cancel the remainder and pay to the Contractor an agreed amount for partially completed services.

42.3. Termination for Insolvency

The Owner may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

Upon termination of the Contract at any time for whatever reason by NVVN, compensation shall be payable to the Contractor for all supplies made and services performed satisfactorily until the date of termination. In addition the Contractor will be paid for such of those items of work which have been partially completed. The Contractor shall provide available Documentary evidences to this effect, acceptable to NVVN.

Following issuance by NVVN of a notice of termination and prior to the effective date of such termination, the Contractor shall:

- terminate performance of work in progress under the Contract on the date and to the extent specified in the notice of termination;

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- Incur no further costs for supplies and services except as necessary to complete performance of any portion of the work under the Contract not terminated by the said notice.
- terminate all outstanding orders, service Contracts and sub-Contracts to the extent that they relate to the performance of work terminated by the notice;
- transfer title and deliver to NVVN in the manner, at the times and to the extent, if any, as directed by NVVN, all completed or partially completed reports, designs, data, maps, plans, photographs, specifications, and computations, etc. which, if the Contract had been continued, would have been required to be furnished to NVVN.
- The termination of the Contract shall not relieve the Contractor of its duties and liabilities as per the Contract for the portion of the services performed prior to the effective date of termination.

NOTICE OF DEFAULT

In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default within a period of ten (10) days of the receipt thereof. Should the party in default does not rectify such default within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forthwith.

BANKRUPTCY

If the Contractor shall become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wind up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, NVVN shall be at liberty

- (a) to terminate the assignment forthwith without any notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contractor may become vested.
- (b) to give such liquidator, receiver or other person the option of carrying out the consultancy assignment, subject to their providing a guarantee for the due and faithful performance of the assignment upto an amount to be determined by NVVN.

43.0. Assignment

The Contractor shall not, without the express prior written consent of the Employer, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

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44.0. Not Used

45.0. Fraud Prevention Policy

"The contractor along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website <http://www.ntpctender.com>. The Contractor along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

46.0. Withholding/ Banning

The Employer has in place a Policy for withholding and Banning of Business Dealings. Business dealings may be withheld or banned with the Contractor on account of any Default by the Contractor under GCC Clause 42.2.1 & 42.2.2 or any of the grounds as detailed in the said Banning Policy

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SPECIAL CONDITIONS OF CONTRACT (SCC)

1. INTRODUCTION:

The present Bidding document is for inviting proposals for Operation of 40 Nos. of Midi AC Electric Buses and related activities as detailed in scope of services for the contract period in Andaman & Nicobar Islands. NVVN is intending to procure electric buses along with AMC service, under a separate contract.

NVVN proposes to operate these Buses, under this contract in Andaman & Nicobar Islands. Vehicle shall run for approximately **200 Km +/- 10%** kms in a day in traffic conditions prevalent in Islands with passengers, GVW and AC in service for a period of 18 hours.

Land for Charging, parking and Bus Maintenance will be provided by Andaman Administration at 2 depots in the city.

2. CONTRACT DURATION:

The Contract shall remain in force for an initial period ten (10) years from Commercial Operations Date (COD) (Commercial Operation Date -The date of induction of complete fleet i.e. 40 nos of buses would be treated as commercial operation date) during which period the Contractor shall operate and maintain the electric buses as per bid specifications and as directed by NVVN without disturbing its schedules.

3. CONTRACT PERFORMANCE GUARANTEE (CPG):

The Operation Services CPG shall be of value equivalent to 10% of the total quoted cost of Operation services for the complete contract duration quoted by the bidder. The CPG shall be having validity till 03 months beyond the contract completion period will be submitted within 30 days of the award of the contract.

The pro rata CPG value per year shall be reduced by 75% on completion of each year of operation. Balance 25% pro rata CPG value shall only be released 03 months after contract completion period.

OR

Alternatively, the Contractor has the option to furnish an Initial Contract Performance Guarantee (ICPG) equivalent to a minimum of 2% of the Contract Price (Total quoted cost of Operation Services for the complete contract duration). In such case, the Owner shall at the time of making any payment to him for the work done under the Contract deduct towards the Contract Performance Security an amount equivalent to 10% of the gross bill amount accepted for payment until the Contract Performance Security so deducted including the amount of Initial Contract Performance Security becomes equal to 10% of the Contract Price, subject to the condition that whenever the Contract Performance Security so deducted reaches a limit of 2% of the Contract Price, the Contractor may convert the amount into a Bank Guarantee as aforesaid and the amount deducted shall be released to bidder.

4. PRICE BASIS

The quoted Rate for 1st year of Operation Services shall be revised every six months after completion of first year of commercial operation to compensate the bidder due to variation in cost of operations services during the contract period.

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The revised rate for Operation services will be computed as per the formula given below:

Revised Rate or Applicable rate for Operation Services (R1)

$$R_1 = R_0 (0.15 + 0.5 \times 0.85 \times (WPI_1/WPI_0) + 0.5 \times 0.85 \times (W_1/W_0))$$

where:

R = Quoted Rate of Operation Services for the period under consideration:

WPI = "WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

W = Minimum Wages for Skilled workers notified by the Labour Commissioner, Andaman & Nicobar Administration

Subscript '0' refers to indices/minimum wages as on 30 days prior to deadline set for submission of the Price bids.

Subscript '1' refers to the indices/minimum wages as applicable for the month of execution of the work.

In case there is a revision in the applicable minimum wages during a month, calculation of 'W1' would take into consideration the weighted average of the applicable wages (wage before revision and wage after revision) and the number of days of applicability of such wages in the month.

5. DELIVERY SCHEDULE OF ELECTRIC BUSES (for information of Bidder)

The delivery of AC Electric buses is expected in the month of Nov'20. The Contractor shall ensure that deployment of operation staff including infrastructure facilities associated with services in bidder's scope are available at least 15 days before the above indicated schedule. Owner reserves the right to revise the above indicated schedule in line with progress achieved under the project and will be communicated in writing at least 15 days prior to the actual requirement.

NVVN shall be entitled to levy liquidated damages on the Contractor upon its failure to comply with stipulated deployment schedule as per Clause 7 of the SCC.

6. PAYMENTS

Payment shall be made within 15 days of receipt of invoices after making deductions, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

6.1 Payment of Mobilization Advance:

S. No.	Milestone	Amount
1.	After the Signing of the Agreement with STU and issue of Agreement with Contractor as Mobilization advance against Bank Guarantee of equal value	5% of Operation services Value for One Year for the number of buses in the contract

10% of the advance given shall be deducted in each monthly bill till the complete recovery of 5% advance, subsequent to which advance BG will be released.

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6.2. Payments for Operation Services:

6.2.1 100% payments for Operation Services, based on the calculation of kilometres travelled (operated kms.) in preceding month after making adjustment for penalties / Liquidated damages, if any, as per the contract conditions, shall be released for the preceding month based on the invoices submitted by the Operator. The invoice shall clearly specify:

- a. Registration number of each Contracted Bus and the type of bus that has travelled as part of the Bus Service,
- b. Bus Kilometres travelled by each Contracted Bus as part of the Bus Service in the relevant payment period (clearly identifying the Contracted Bus)
- c. Applicable Rate for Operation Services for the period for the particular type of Contracted Bus.
- d. GST tax, and any applicable surcharge or cess on it, if any, payable on the amount.
- e. Any Fines/liquidated damages levied shall be adjusted from the Payment subject to provisions of this Agreement.

6.2.2 Method for Calculation of Payment for Operation Services

Payment for Operation Services= Applicable Rate for Operation Services per Kilometre per Bus X Operated KMs X No. of Buses
(Where Operated KMs is Bus Kilometres Operated by the Operator)

6.2.3 Assured Kms under the Contract

The Operating Plan will be formulated so as to ensure that the Bus Kilometres travelled by the entire fleet of the Contracted Buses, for 335 days of operation per annum commencing from COD will be not be less than 67,000 kms per bus per annum (termed as Assured Bus Kilometers per Bus)

6.2.4 Payment for Operation Services for shortage with respect to Assured kilometers

In the event that NVVN is unable to run the operations of the entire fleet of the contracted buses such that the number of kilometres operated by the fleet is less than the Assured Bus Kilometres for the fleet on half-yearly basis, NVVN will pay to the Contractor, in addition to the payments already made for Bus kms operated, an amount as indicated hereunder:

Additional Payment Amount for the entire fleet = $(T_m - T_a) \times$ Applicable Operation Services charge

Where T_a = Actual Bus Kilometres Operated by the fleet of the Contracted Buses during the relevant period that has triggered this provision

T_m = Assured Bus Kilometres for the entire fleet.

However, during calculations / reconciliation of Annual Assured Bus Kilometre, the kilometres missed on account of breakdown and accidents of buses attributable to bidder, non-availability of buses less than the required fleet availability, or due to force majeure, kilometre's proportionate to the deficiency in the services will be reduced.

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6.2.5 Payment for Operation Services for Excess Kilometres with respect to Assured kilometers

If the annual run of fleet of the contracted Buses operated under this Agreement exceed

1. Assured annual run of 67,000 kms but is less than 75,000 kms per bus on fleet basis, then the Operation services charges payable for such additional kilometres in excess of 67,000 km shall be calculated as follows:

Amount for Excess kms operated = $(T_a - T_m) \times$ Applicable Operation Services charge per Kms

2. 75,000 kms per bus on fleet basis, then the Operation services charges shall comprise of
 - I. amount corresponding to Operation services upto 75,000 kms- as determined by above clause
 - II. amount corresponding to Operation services in excess of 75,000 kms which shall be calculated as follows:

Additional Amount for Excess kms operated = $0.75 \times (T_a - 75,000) \times$ Applicable Operation Services charge per Kms

Where T_a = Actual Bus Kilometres Operated by the fleet of the Contracted Bus during the relevant period that has triggered this provision

T_m = Assured Bus Kilometres for the entire fleet

6.2.6 Calculation of Operated Kilometres of Buses (for information of Bidder)

The calculation of Operated Kms shall be made using the ITS to be installed by the Service Provider and as approved by the Authority and calibrated with the supervision of the Authority's Representative using Odometer Reading of each Bus. In the event the Odometer for any Bus is non-functional or does not provide accurate reading, the Fee for such Bus shall be based on the Bus Kilometre for the respective Bus based on the manual audit conducted by the Authority for each route.

Authority shall make payments to NVVN on the basis for the calculation of kilometres travelled by any bus on following criteria

1. Distance travelled by a Bus assigned on a particular route as per Operational plan.
2. Distance travelled by a Bus from the Maintenance Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day as per Operational Plan
3. Distance travelled by a Bus from its last Bus stop as per the Operational Plan to the Maintenance Depot/Parking Space at the end of the day's service.
4. Distance travelled by a Bus before, during and after operations as per the Operational Plan for charging of Buses at the Maintenance Depot, based on the approval by Authority. Any Distance travelled for charging other than the Maintenance Depot shall not be considered as Bus Kilometers operated by the Operator.
5. Distance travelled by a Bus, which is outside the Operating Plan but approved by the Authority for specific requirements.
6. Bus Kilometres shall not constitute any kilometres travelled by the Bus to a maintenance facility other than the Maintenance Depot or for any travel not authorized by Authority.

The above calculations for operated kms shall be used for payments related to Operation services also. Bidder may have their own analysis for estimating the actual kms travelled by the fleet for quoting their Operation services rates.

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It should be noted that the Operations Services Amount will not be payable for any shortfall in Kilometres of the fleet that arises due to:

- Default of the Contractor
- Non-availability of Contracted Buses for reasons attributable to maintenance or accidents included in bidder's scope.
- Breach of law by the Contractor
- Occurrence of a Force Majeure Event.

6.3 Payments for Insurance

- 6.3.1 The electric buses shall be insured by NVVN at its cost during the contract duration.
- 6.3.2. The Operator shall be liable for any damage to the Bus on account of accidents. The Operator agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the NVVN/Authority. In case repairs are done while utilizing the insurance cover of the Bus, NVVN shall recover the expenditures incurred in excess of the amount received from insurance claims. Further NVVN shall recover all losses incidentals to such insurance claims like loss of No-claim bonuses, administrative expenses incurred during insurance claims etc.
- 6.3.3. The Operator agrees that the NVVN/Authority shall not be responsible for any liability arising out of any civil or criminal proceedings instituted by affected parties, as a result of such accident of the Bus and the Operator agrees that it shall keep the NVVN/Authority indemnified against any third- party claims arising from such accidents.
- 6.3.4 The Operator shall notify the relevant Government Instrumentalities and the NVVN/Authority of any accidents verbally, within 1 (one) hour of its occurrence followed by a written notice and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 5 (five) minutes of the occurrence of such accident, followed by a written notice. Where any persons involved in the accident have suffered injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The NVVN/Authority shall provide reasonable assistance support to the Operator on best efforts basis.

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7 LIQUIDATED DAMAGES (LD) /PENALTIES/FINES

7.1. The following penalties related to Bus Operations may be applied per incident on the Operator:

Sl. No.	Incidents	Penalty (In Rs.)
1.	Operator not responding to more than 3 consecutive directions sent by Authority	500
2.	Driver Not stopping at Station designated as per Operating Plan unless authorized by Authority	200
3.	Driver Stopping at Station not designated as per Operating Plan unless authorized by Authority	200
4.	Changing bus route without authorization of Authority	2,000
5.	Use of electronic equipment like Radio or Music system unless authorized by Authority	1,000
6.	Use of Cell phone by Driver while driving	2,000
7.	Driver not wearing clean uniform as Approved by Authority	100
8.	Driver in drunken state	3,000
9.	Mis-behaviour by driver with Authority officials	2,000
10.	Causing accident due to irresponsible driving	3,000
11.	Driving above speed limit set by Authority	2,000
12.	Deliberate non adherence of the schedule timings like delayed start, early closure of trip etc. including late running	1,000
13.	Driver committing fatal accident	10,000 & (Operator should change the driver before next working day)
14.	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by Authority/Operator	2,000
15.	Non availability of Bus as per schedule	1,000 (per Bus per shift)
16.	Placing any decorative article/religious statue or symbol or political symbol inside or outside the Bus without prior approval of the Authority	500

7.1.1. These penalties will be revised @5% after every Two years

7.1.2. ***The maximum liquidated damages/fines/penalties which may be imposed on the Operator will be 5% of the Monthly Operation Services Amount payable to the Contractor.***

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1. Fines and Penalties

S.No.	Frequency	Quality Parameters	Service Level Benchmarks	Fine/ KM for Violation based on SLBs	Calculation Techniques
1.	Monthly	Safety Operations	0%	200 KM / Fatality	No. of fatalities for which the Driver is found to be responsible. Any other liability and or claim imposed on the Authority. <i>Note: Based upon Police & the Authority investigation findings and final decision of MD of the Authority.</i>
2.	Daily	Strike by Driver(s)	100%	INR 15,000 / Bus / Day	No. of Buses of Road / Total No. of Scheduled Buses <i>Note: If the Service Provider Stops operating buses for any reason whatsoever except Force Majeure</i>
3.	Monthly	Punctuality of Buses a) Start Punctuality b) Arrival Punctuality	98% 95% for the first 3 (Three) years from COD 92% after 3 years from COD	INR 500 / Punctuality below 98% INR 500 / Punctuality below 95% INR 500 / Punctuality below 92%	No of cases of Poor Punctuality / Total No Trips <i>Note: Poor Punctuality includes such as:</i> 1 - Arriving for a shift more than 5 minutes late 2 - Delay of more than 15 minutes beyond the allotted trip time except in cases of: - Major traffic congestion - Conductor actions/ absence - Strikes, Civil Disobedience
4.	Daily	Drivers Login /	100%	INR 250 / Case	No. of Cases / No. of Trips where

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		Log off into ITMS /AFC System at Start of Shift and also for each Trip as Trained and Directed by the Authority			Login, Logout / Trip Change, etc.
5.	Daily	Bus Cleaning	98%	INR 100 / Bus / Day	No of instances of Buses failing to achieve the agreed standard of cleanliness at commencement of service / Total No of Buses scheduled to operate <i>Note: Cleanliness means clean and washed bus inside and outside at the start of the shift.</i>
6.	Daily	Damage or Missing of & to any ITMS /AFC Equipment in the Buses.	98%	Rs. 10 per KM / Equipment	No of cases of Damage / Missing equipment / Total No of pieces of ITMS / AFC Equipment in the Buses
7.	Daily	The Driver is not carrying a Driving License / RTO Badge	0%	INR 2500 / Bus / Day	No of Cases / Total No of Scheduled Drivers as Identified through Traffic Police, Authority, Public, Random Checks Driver shall be removed from operations immediately
8.	Daily	Use of Cell Phone by Driver While Driving	98%	INR 5000 / Incident	No of Cases as Identified through Traffic Police, the Authority, Public, Random Checks
9.	Daily	Skipping of Designated Stops without Permission	98%	INR 250 / Stop Skipping Case	No of Stops Skipped / Total No Scheduled Stops. As Identified through ITMS Reports, Traffic Police, the Authority, Commuters, Random

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					Checks
10.	Daily	To place any type of decoration or non-functional items inside or outside the vehicle, which have not been installed by the original manufacturer of the chassis or body without prior permission.	98%	INR 250 / Case	Total No of Cases / Total No of Buses
11.	Daily	Parking Buses In Undesignated Areas without Prior Permission	98%	INR 1000 / Day / Bus	Total No of Cases of Parking without prior permission outside designated Areas / Total No of Buses
12.	Daily	Change in Route without Permission from the Authority	100%	INR 250 / Case	Total No of Route Changes without Permission from the Authority / Total No of Routes
13.	Daily	Stopping and/ or Forcing Passengers to alight at Non Designated Stops	98%	INR 250 / Case	Total No of Cases Even if passenger forces Driver, the penalty shall be imposed on Service Provider.
14.	Daily	Signal Jumping in cases other than for giving way to the	98%	INR 500 / Case	No of Cases / Total No Signals Passed <i>Note: As identified through Traffic police and random checks</i>

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		Ambulance or Police			
15.	Daily	Keeping the ITMS / AFC Equipment Switched off even if it is functional	100%	INR 1000 / Bus / Day	No of Cases / No items of ITMS / AFC Equipment
16.	Daily	Drunk Driving	0%	INR 1,00,000 / Case	No of Cases. Immediate Termination of Driver. If Incident repeats more than 5 times, the Service Provider would be terminated at the discretion of the Authority.
17.	Daily	Over Speeding	98%	INR 250 / Case / Day	No of Cases.
18.	Daily	Stopping on the Zebra Crossing at Traffic Signal	0%	INR 250 / Case / Day	No of Cases

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PART-A

1.0 Scope of Supply & Services

NVVN intends to provide Electric Bus (E-Bus) solutions to various State /City Transport Authorities (STUs) (also referred hereafter as 'Authority') by participating in the tenders / RFPs being invited by them.

NVVN envisages to procure the electric buses along with Maintenance services from the Electric Bus manufacturers on outright purchase basis (**through a separate tender**). NVVN shall establish and maintain the charging infrastructure for the electric buses. The upfront investments for the procurement of buses and charging infrastructure will be done by NVVN.

These electric buses will be operated by Bus Operator(s) identified by NVVN through this tender.

The broad scope of the proposal includes Operation of 40 Nos Electric Buses on given routes as per the statutory rules and regulations in the state adhering to the time schedules indicated by NVVN & Authority. The scope also includes regular day to day cleaning, maintenance activities other than covered under Annual Maintenance Contract by Bus Manufacturers & providing all other consumables required for operations, making timely payments towards road worthiness/fitness certificate, RTO charges, penalties levied upon by local authorities for non-compliance of rules & regulations and all the other statutory taxes and duties payable for uninterrupted operations of the Buses excluding insurance premium of assets i.e buses and charging infrastructure.

The major responsibilities associated with Bus operations along with major activities, during the entire contract period, which are included in bidder's scope are indicated hereunder:

- i. Safe operation of buses through qualified and trained drivers (meeting the criteria indicated in the bidding documents) on identified routes as per the time schedule intimated by NVVN/STU's. The operation shall be carried out conforming to the statutory rules and regulations as well as ensuring comfort, convenience and safety of passengers.
- ii. Carrying out routine checkups before start and during operations (like checking battery charge status, tyre air pressures etc.) and other maintenance activities included is also included in bidder's scope.
- iii. Charging of Buses at Charging Stations.
- iv. Supply, removal, dismantling, repairing/re-treading assembling and re-fitment of tyres and rims to buses including maintaining spare tyre with the bus.
- v. Provisioning of Air compressor and air inflation facilities.
- vi. Preparation of buses for periodic roadworthiness certification, timely denting / painting works of bus bodies / bus body items.
- vii. Accidental vehicles towing and or repairs.
- viii. Day-to-day cleaning, washing of buses, housekeeping of parking areas and associated buildings.
- ix. Deployment of adequate manpower for supervision and support functions so as to carry out and monitor the operations efficiently.
- x. Providing uniform (approved by Authority) to the staff deployed for operation and maintenance staff.
- xi. Accidental vehicles towing and or repairs.

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- xii. The Operator shall ensure that all vehicle parameters are maintained within safe limits during operation of vehicle and in case of any violation they are brought in notice of the Bus manufacturers for suitable remedial action.
- xiii. All statutory obligations under labour laws and any enactments for benefit of employees of the operator shall be scrupulously observed by the operator. The operator shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Motor Vehicle Act, Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF Act, ESI and various other acts as applicable from time to time with regard to the labour/personnel engaged by the operator.
- xiv. All cost / penalties, if any, imposed for committing traffic offences, non-compliance to instructions/operating procedures of STU's shall be borne by the Operators. The Operator shall ensure prompt payments of all such fines, penalties, challans etc. or damages imposed on it for any defaults in compliance with traffic rules or other Applicable Laws in relation to the applicable bus service.
- xv. Making payments towards road taxes, fitness/road worthiness certificates and any other payments needed for operation of the buses **except bus and charging infrastructure insurance to be borne by NVVN.**
- xvi. Distribution of 415 V power supply to various equipment's included in bidder's scope.
- xvii. Arrangement of water from point of supply for cleaning.
- xviii. Security of buses during operation and during night hours- prevention of buses against theft of any component, spare parts, hardware, software, instruments etc. The security of all accessories, fitments provided with the bus at the time delivery of the bus is the responsibility of the Operator and the Operator shall not undertake any modifications/alterations without the prior approval of the Owner.
- xix. Construction and maintenance of service pits / ramps, covered spaces and office spaces so as to meet the requirements of the contract under bidder's scope. After completion of Contract Period, the immovable infrastructure established at depot(s) will become the property of NVVN solely for its further usage/handing over to Authority. The Contractor will not have any right on this immovable Infrastructure after completion of Contract Period.
- xx. The Operator shall also be liable to pay bills for utilities such as electricity, water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator. **The Bidder may note the electricity cost for the charging of the buses shall be borne by STU (Authority) so no costs related to charging of buses are to be paid by them hence should not be included in their bid prices.**
- xxi. Co-ordination and co-operation with NVVN and STU/Agency appointed.
- xxii. Operator shall ensure that the buses are properly charged so that the operational schedule of buses is adhered during the operation. Charging stations at the depots and on the route shall be utilized for overnight charging as well as opportunity charging of the buses.
- xxiii. Operator shall maintain suggestion box/complaint register in each of the bus. The Operator shall take suitable remedial actions for the complaints/suggestions received and instructions given by NVVN/STU.
- xxiv. Operator shall maintain log of maintenance activities for each of the bus as well as shall maintain log of the distance travelled by each of the bus on daily basis.
- xxv. Supply of all consumables like auxiliary battery and light fittings mounted on external body surface (like head light, tail light, brake lights etc.), tools, tackles, plant and machinery so as to maintain the buses in good working condition.
- xxvi. Bear communication expenses for all staff for coordination and day to day operational activities.

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- xxvii. The scope of the Bidder shall be deemed to include all such items which although are not specifically mentioned in the bid documents and/or in contractor's proposal but are needed to make the system complete in all respects for its safe, reliable, efficient and trouble free operation and the same shall be furnished and supplied without any additional cost implications to the Owner unless otherwise specifically excluded as per Clause 3.0 Exclusions of this document.
- The Bidders are encouraged to examine and familiarize themselves by site visit to fully understand about the nature of assignment/Project, all instructions, forms, terms and conditions of bid, local condition, location, applicable laws & regulations and any other matter considered relevant by them.

2 Training

The Owner shall provide training (free of cost) to the Bidder's identified personnel **@ minimum 1/2 man days for each electric bus and operation of electric chargers**, familiarizing them regarding the basic operations, fault diagnostics, configuration, downloading/transfer of data, settings etc. of the electric buses and other associated equipment(s)/accessories including Intelligent Transport System (ITS) etc.

3 Exclusions

The following are excluded from the bidder's scope :

- i. Supply and Maintenance Electric Buses as per the indicated scope.
- ii. Electric Vehicle Chargers: Supply, Erection and Maintenance of the Chargers shall be undertaken by NVVN. However, necessary support for commissioning of electric vehicle chargers including sharing of the technical parameters/requirements of batteries for design/operation of the chargers is included in bidder's scope.
- iii. Replacement of E-Bus Battery
- iv. Cost of electricity for charging of electric buses.
- v. Fare collection

PART- B

I. OPERATIONS OF BUSES

(a) TIMINGS

1. The Buses shall be operated daily for 18 hours. The indicative hours of operation are from 5:00 am to 11:00 pm, however, Owner reserves the right to revise these timings. Operator shall ensure compliance with the scheduled operation hours as prescribed by Owner from time to time.
2. Non-compliance to operation hours (late start, early closure of operations) shall result in imposition of penalties as defined in bidding documents.

(b) ROUTES OF OPERATION

The Owner shall inform Operator regarding the routes of operation on which the buses shall operate.

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The Operator shall ensure that the route plans (stoppages, duration of stoppages, stopping at designated stoppages only etc.) as communicated by Owner are followed. Non-compliance to route plans shall result in imposition of penalties as defined in bidding documents.

(c) DAILY RUN

The expected average daily run of entire bus fleet is expected to be **200 Km +/- 10% per bus per day.**

(d) MANPOWER FOR OPERATIONS & MAINTENANCE

1. Operator shall provide appropriately qualified and trained manpower for operation and carrying out maintenance (other than covered under comprehensive AMC) of buses.
2. The Drivers of the buses should be well qualified and trained to perform their job, holding valid heavy Commercial Vehicle Driving License for operation of buses and meeting other qualification requirements as mentioned by STU in the bidding documents or intimated during the duration of the contract.
3. Ensure that all drivers, personnel and staff shall wear uniform as approved by Authority and are well behaved with passengers and officials of Authority. The Service Provider/ Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms shall be worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement.
4. The operator shall exercise such supervision as is necessary to ensure that the vehicle is operated by drivers in conformity with the Motor Vehicles Act/Rules with due regard for the comfort, convenience and safety of passengers carried and shall not use or cause or allow to use the vehicle in the commission of an offence under the Indian Penal Code on local or special laws or any statutory control order.
5. All drivers and the operating staff shall be required to undergo regular training and/or refresher courses as prescribed by NVVN/STU. The cost and expenses in respect of such refresher courses for the employees of Operator shall be to the account of and be borne by the operator.
6. The Operator shall ensure that the drivers and other personnel engaged maintain good behavior and do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters. The drivers and other personnel engaged by the operator are required to be police verified.
7. The staff employed by the successful operator shall not be construed to be the employees of Owner / STU and as such shall have no rights and or claims against Owner and Owner shall not be liable for any acts or omissions on the part of the staff/employee of the successful operator.
8. The Operator shall not employ the following category of persons as drivers /maintenance staff:
 - a. A person who has been retired on medical grounds, removed or dismissed from any STUs.
 - b. A person who is aged more than 58 years.
 - c. A person who was working on any other hire bus and was replaced by the owner on a complaint made against him by STUs for his replacement towards any irregularity, misbehaviour or involvement in a fatal accident.
9. NVVN/ Authority may require the Operator to remove any person employed for the services, who in the opinion of NVVN/ Authority:
 - a. persists in any misconduct,

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- b. is incompetent or negligent in the performance of his duties,
- c. fails to conform with any provisions of the contract, or
- d. persists in any conduct which is prejudicial to safety, health, or the protection of the general public / environment.

(e) CHARGING OF BUSES

1. Operator shall ensure that the buses are properly charged so that the operational schedule of buses is adhered during the operation. Charging stations at the depots and on the route shall be utilized for overnight charging as well as opportunity charging of the buses.

II. MAINTENANCE OF BUSES AND ASSOCIATED INFRASTRUCTURE

The Owner shall arrange for regular preventive maintenance and break down maintenance etc. through an Annual Maintenance Contract (AMC) with the bus manufacturer or his authorized dealers at its own cost.

The maintenance activities which are included in Operator's Scope are indicated hereunder:

1. Daily maintenance activities like cleaning, washing and up keeping of Electric Buses (clean, hygienic and free from odour).
2. Supply, removal, dismantling, repairing/re-treading assembling and re-fitment of tyres and rims to buses including maintaining spare tyre with the bus.
3. Provision of Air compressor and air inflation facilities
4. Preparation of buses for periodic roadworthiness certification, denting / painting of bus bodies / bus body items.
5. Accidental vehicles' towing, accidental repairs, on road maintenance
6. Bus body and related items repairs / replacements etc. on the basis of periodic inspections / crew reports / general presentation aspects / operational problems reported by commuters / any other stake holders, etc.
7. Supply of all consumables like auxiliary battery and light fittings mounted on external body surface (like head light, tail light, brake lights etc.), tools, tackles, plant and machinery so as to maintain the buses in good working condition.
8. The Operator shall be provided with Parking space for the buses which shall be maintained properly. No commercial use of the parking space by the operator is permitted.
9. In case of any complaint on the body of the Bus, the penalty imposed by DOT, A&N shall be borne by the Operator.
10. In case, the bus is not available half an hour before the first schedule departure time for the day at the schedule place / bus stand from where the bus is to be operated because of the Operator negligence, the penalty imposed by DOT, A&N shall be borne by the Operator.
11. In case, the electric buses under this contract is used for unauthorized commercial use without prior permission of DOT, the penalty imposed by DOT, A&N shall be borne by the Operator.
12. Any penalty / fine imposed by the Department of Transport, A&N because of complaint against the Operator shall be borne by the Operator.

A detailed list of activities which are intended to be carried out by the bidder are indicated in Annexure-A.

In case of non-compliance of the same by the operator, a fine shall be imposed on the Operator as per

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TECHNICAL SPECIFICATIONS

provisions under Penalties.

III. PAYMENT OF STATUTORY TAXES, INSPECTION FEES ETC.

After taking up the operation of Electric buses the Operator is expected to borne all operating cost, applicable statutory taxes, insurance, PUC and any other costs required for safe and reliable operation.

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TECHNICAL SPECIFICATIONS

ANNEXURE-A

CLEANING AND UPKEEPING BUS

1. Daily washing procedures:
 - a) Surface of the bus body including all glasses
 - b) Interior Cleaning of the bus:
 - Pick up trash that may have been left behind by riders
 - Scrap off any gum or sticky substance and remove unwanted sticker/posters without damaging interior of the bus.
 - Sweep the interior flooring, driver cabin, front & rear foot board and step well, using the sweeping brush, without leaving any dirt and dust in the corners.
 - Clean oil and grease stains
 - Suck all the invisible dust from the passenger seats using Vacuum Cleaner and wipe the seats using wet cloth and dry cloth
 - Wipe down hand rails and arm rests of all passenger seats
 - Wash the interior windows with a spray window cleaner and paper towels
 - Clean and wipe the Front and Rear wind screen glass, driver dash board, inside the bus by using cleaning agent.
 - c) Exterior Cleaning of the bus:
 - Should close all windows before start prewash of exterior bus body.
 - After completion of prewash apply soap oil and scrub all the four side of the exterior bus body by using scrubber.
 - Clean and wipe the Front and Rear wind screen glass outside the bus and destination boards by using cleaning agent.
 - Dry all the four sides of the bus body.

2. Weekly washing program as follows (Including daily washing procedures)
 - a) First should carry out the daily washing procedure as prescribed above.
 - b) Interior Cleaning of the bus:
 - Remove the dust from destination boards.
 - LED Boards to be cleaned by using dry Cora cloth.
 - Clean the battery box by using pressurized air.
 - Wipe and clean seats backrest.
 - Clean and wipe the Grab rail and Stanchion bar using soap oil.
 - Clean the inside salon of the body.
 - Wash and mop the Mat/floor inside the bus
 - c) Exterior Cleaning of the bus:
 - Clean the tyre discs and mud guards.

3. Monthly program as follows (Including daily & weekly washing procedures)
 - Spray disinfectant
 - Carry out steam cleaning of floor and passenger seat.

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TECHNICAL SPECIFICATIONS

4. Depot cleaning:
 - Daily Cleaning of Docking area
 - Daily Cleaning of weekly ramp

5. During docking the following work needs to be carried out, in addition to daily washing and weekly washing programs:
 - Cleaning the mudguards, under chassis and all assemblies
 - wash it by using pressurized water to remove the accumulated mud from under chassis, body, and all assemblies

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SECTION VII FORMS AND PROCEDURES

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TABLE OF FORMS AND PROCEDURES

Section-VII (Part 1 of 2)

- 1a. Techno-Commercial Bid (Envelope-I) Bid Form & Attachments
- 1b. Price Bid (Envelope –II) Bid Form & Attachments along with Price Schedules

Section-VII (Part 2 of 2)

- 2. Proforma of Letter of Undertaking
- 3. Bid Security Form - Bank Guarantee
- 4. Bank Guarantee Form for Advance Payment
- 5. Bank Guarantee for Contract Performance
- 6. Form of Joint Deed of Undertaking
- 7. Form of Bank Guarantee Verification Check Lists
- 8. Form of Validity Extension of Bank Guarantee
- 9. Form of No Black Listing Certificate
- 10. Form of Bid Securing Declaration
- 11. Format of Undertaking (To be sent by Issuing Bank through official e-mail id)
- 12. Undertaking to be jointly executed by the bidder and the collaborator/associate for complying the provisions

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(BIDDER MAY TAKE NOTE OF THE FOLLOWING POINTS WHILE SUBMITTING ITS BID)

- Bidders are required to furnish requisite details in the formats specified in the bidding documents for meeting the stipulated qualifying requirements (QR) along with all supporting documents like copies of client's certificates, work order and contract agreements etc. If any of the reference works furnished by bidder pertains to the contract(s)/ works executed by bidder for NTPC/NVVN in the past then in respect of such contract(s)/ works, bidder is not required to enclose client's certificate(s) along with its bid
- In case of extension of techno-commercial bid opening date, bidder to furnish audited annual reports along with its bid as per extended date of techno-commercial bid opening to meet the stipulated financial QR criteria.
- Power of attorney duly notarized by a notary public indicating that the person(s) signing the bid has/have the authority to sign the bid and the bid is binding upon the bidder during the full period of its validity backed by a copy of board resolution/ other relevant documents to demonstrate the authority of the person issuing the power of attorney. To be furnished along with the bid.
- Power of attorney to the authorized signatory of the bidder for signing of bid, wherever applicable, to be submitted along with bid and should be dated not later than the date of signing the bid.
- Bidder to ensure that bid security/integrity pact to be submitted in original strictly as per specified formats duly signed in original by authorized signatory and stamped on each page. Scanned/ photocopy of these documents without signature in original shall not be acceptable and shall be summarily rejected.
- Date of purchase of stamp paper of instruments like bid security etc should be on or before the date of execution of such instruments.
- Bidders To Submit This Techno-Commercial Bid Form Along With All Attachments In Pdf Format And No Physical Signatures Are Required Since Bid Shall Be Digitally Signed By The Bidder.

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Section-VII (Part 1 of 2) 1A. BID FORM AND ATTACHMENTS (TECHNO-COMMERCIAL BID) TECHNO-COMMERCIAL BID FORM

Ref No.:

Date:

**Name of Package : OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS
BIDDING DOCUMENT NO.: NVVN/C&M/RE-58/2020-21**

To
NTPC VIDYUT VYAPAR NIGAM LIMITED
2nd Floor, Core 5, Scope Complex,
Institutional Area, Lodi Road,
New Delhi – 110003, India

Gentlemen and/or Ladies,

1.0 Having examined the Bidding Documents No. **NVVN/C&M/RE-58/2020-21**, including its subsequent amendments and clarifications, if any, the receipt of which is hereby acknowledged, we the undersigned, offer to execute above-named Contract in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Bid.

2.0 **Attachments to the Bid Form:**

In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form:

- (a) **Attachment 1:** Bid Security in the form of _____(Please fill in the alternative chosen) for a sum of _____
(Amount in words & figures) valid for a period of 225 days from the date set for opening of techno-commercial bids. As required, the Attachment-1 (i.e. Bid Security) has been furnished in a separate sealed envelope.
- (b) **Attachment 1A: EXTENSION OF BID SECURITY** (wherever applicable)
- (c) **Attachment 1B: Cost of Bidding document in the form of Demand Draft/ Banker's Cheque for a sum of -----(amount in words and figures) has been furnished in a separate sealed envelope.**
- (d) **Attachment 1C:** No deviation certificate is enclosed in separate sealed envelope.
- (e) **Attachment 2:** A Power of Attorney duly authorized by a Notary Public indicating that the person(s) signing the bid has/have the authority to sign the bid and thus that the

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Techno-Commercial Bid is binding upon us during the full period of its validity in accordance with the ITB Clause No.13.

- (f) **Attachment 3:** The documentary evidence establishing that we are qualified to perform the Contract if our bid is accepted. The qualification data has been furnished as per your format enclosed with the bidding documents.
- (g) **Attachment 4:** Details of Proposed Sub-contractors/Sub-Vendors
- (h) **Attachment 5:** Authorization Form for release of payments through Electronic Fund Transfer system duly filled in as per your format enclosed in the Bidding Documents.
- (i) **Attachment 6:** Integrity Pact, duly signed & stamped, has been furnished in physical form in a separate sealed envelope.
- (j) **Attachment 7:** Form of Acceptance of Fraud Prevention Policy regarding abiding by Fraud Prevention Policy of NVVN displayed on website <http://www.ntpctender.com> duly filled in as per your format enclosed in the bidding documents.
- (k) **Attachment 8:** Declaration on Policy for Withholding and Banning of Business Dealings duly filled in as per your Format.
- (l) **Attachment 9:** Checklist of documents to be submitted for Techno- Commercial Bid.

3.0 COMPLIANCE TO THE IMPORTANT CONDITIONS OF THE BIDDING DOCUMENTS

We have read the provisions of following Clauses and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to these provisions of the Bidding Documents anywhere in our bid.

- a) Governing Laws (Clause 5 of GCC, Section-IV)
- b) Settlement of Disputes (Clause 6 of GCC, Section-IV).
- c) Terms of Payment (Clause 12 of GCC, Section-IV).
- d) Performance Security (Clause 13.3 of GCC, Section-IV).
- e) Taxes & Duties (Clause 14 of GCC, Section-IV).
- f) Completion Time Guarantee (Clause 22.1(e) of ITB, Section-II and Clause 26 of GCC, Section-IV).
- g) Defect Liability (Clause 27 of GCC, Section-IV).

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- h) Functional Guarantees (Clause 28 of GCC, Section-IV).
- i) Patent Indemnity (Clause 29 of GCC, Section-IV)
- j) Limitation of Liability (Clause 30 of GCC, Section-IV).
- k) Price Basis (Clause 10 of ITB, Section-II)

We hereby confirm that our bid is in compliance to above provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata. If any deviation to the above Critical Provisions found anywhere in the Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to NVVN, failing which the bid security may be forfeited.

We further declare that additional conditions, variations, deviations, if any, found anywhere in the proposal, shall not be given effect to.

Further, we have furnished Attachment 6 (integrity pact) and we are in compliance to the "Fraud Prevention Policy" of NVVN/NTPC.

We Confirm that the bid submitted comply with "Qualifying Requirements" of NVVN.

We hereby confirm that the number of reference Orders quoted by us in relevant Attachment **[i.e Attachment - 3A]** of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are not more than specified number of Orders (as per enclosed format in the bidding document). We also confirm that the reference Orders declared more than specified in IFB shall not be considered for evaluation / establishing compliance to Qualifying Requirement (QR).

We further confirm that no change or substitution in respect of reference Orders, as specified in our bid, by new/additional order for meeting the specified Qualifying Requirement (QR) shall be offered by us.

- 4.0 We agree to abide by this Techno-Commercial Bid for a period of 180 days from the date of opening of Techno-Commercial Bid as stipulated in Bidding Documents, unless extended by us on your request and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the price of recommended spares contained in our Price bid shall remain valid for a period of 6 months after placement of Notification of Award.
- 5.0 We undertake, if our bid is accepted, to commence work immediately upon your Notification of Award to us.
- 6.0 If our bid is accepted, we undertake to provide Advance Payment Security, Contract Performance Security, in the forms and amounts and within the time specified in the Bidding Documents.
- 7.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract

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between us.

- 8.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 9.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated this _____ day of _____ 2020.

Thanking you, we remain,

Yours faithfully,

Date:

(Designation).....

Place:

(Printed Name).....

Business Address:

Fax No. :

Phone No. :

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ATTACHEMENT-1

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS BIDDING DOCUMENT NO. NVVN / C&M / RE-58 / 2020-21

BID SECURITY

**Bidder to furnish Bid Security
in Line with ITB Clause 12.0 and as per format given
at Sl. No. 2 of Section VII (Forms & Procedures) (Part 2 of 2)**

(IN A SEPARATE SEALED ENVELOPE)

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ATTACHEMENT-1A

**OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS
BIDDING DOCUMENT NO. NVVN / C&M / RE-58 / 2020-21**

EXTENSION OF BID SECURITY

**Bidder to furnish extension of Bid Security
in Line with ITB Clause 12.0 and as per format
of Section VII (Forms & Procedures) (Part 2 of 2)**

(IN A SEPARATE SEALED ENVELOPE)

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ATTACHEMENT-1B

**OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS
BIDDING DOCUMENT NO. NVVN / C&M / RE-58 / 2020-21**

TENDER FEE

**Cost of Bidding document in the form of Demand Draft/
Banker's Cheque for a sum of ₹ 22, 500/- (Rupees TwentyTwo
thousand and five hundred only) has been furnished**

(IN A SEPARATE SEALED ENVELOPE)

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ATTACHMENT 1C

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS BIDDING DOCUMENT NO. NVVN / C&M / RE- 56 / 2020-21

NO DEVIATION CERTIFICATE (Submitted offline)

BIDDER'S NAME AND ADDRESS:

TO:

DEAR SIR,

- 1.0** With reference to our Bid Proposal No. dated for "**OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS**", Bid Document No. **NVVN/C&M/RE-58/2020-21**, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s)/ Clarification(s) /Addend/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
- 2.0** We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s)/Clarification(s) /Addend/Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to Employer, failing which the bid security shall be forfeited.

DATE:

PLACE:

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

NOTE: THE ABOVE CERTIFICATE IS TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. IN THE ABSENCE OF THIS CERTIFICATE THE BID SHALL BE REJECTED AND SHALL BE RETURNED UNOPENED.

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ATTACHMENT - 2

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS BIDDING DOCUMENT NO. NVVN / C&M / RE-58 / 2020-21

Format for Power of Attorney for signing of Bid

Know all men by these presents, We,(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms(Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the (Name of the Project *****) Project proposed or being developed by NVVN including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to NVVN, representing us in all matters before NVVN, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with NVVN in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with NVVN.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF,
20.....

For
(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firms/Company)/Partner in case of
Partnership Firms

WITNESS:

- 1.
- 2

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ATTACHMENT 3

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS BIDDING DOCUMENT NO. NVVN / C&M / RE-58/ 2020-21 (Qualification Data)

Dear Sirs,

Our qualification data in support of the qualifying requirements given in IFB/BDS is enclosed in the following Attachments:

1. Attachment 3A : Experience Details of Bidder AND their Associate (if applicable). Bidder to use the relevant Attachment as applicable.
2. Attachment 3B : Details of Financial Capacity Status

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid.

- Note :**
1. The Bidder shall enclose relevant documents like copies of authentic purchase order, completion certificates, agreements etc. supporting the details/data provided in Attachments - 3A to 3B.

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ATTACHMENT – 3A-1

(Qualifying Requirements: Item No. 6.1 of Section I (IFB) of the Bidding Document)

Bidder's Name and Address :

SR.MGR (C&M)
NVVN Limited,
Scope Complex,
Institutional Area, Lodhi Road,
New Delhi – 110003, India

Dear Sirs,

A. FOR BIDDERS SEEKING QUALIFICATIONS AS PER CLAUSE OF 6 (1) of Section I (IFB)

In support of meeting the Qualifying Requirements stipulated under Clause of 6.1, we confirm that we have experience of operating minimum 25 Nos. of buses in India in maximum two contracts in India for State Transport Undertaking/Public Entities for a continuous period of at least one (1) year in last three years prior to the date of techno-commercial bid opening.

The details of the above are indicated hereunder:

(i) Details of the experience:

Sl. No.	Item Description	Details (Reference-1)	Details (Reference-2)	Details (Reference-6)
1	Letter of award/PO/Contract Details executed for State Transport Undertaking/Public Entities in last three years prior to the date of techno-commercial bid opening and having duration of more than 1 year (Attach Copies of Orders, Customer Certificates etc.)				
(i)	No. of Buses				
(ii)	Type of Bus (Mini/Midi /Standard)				
(ii)	Type of Fuel (Electric/Diesel/CNG/Alternate Fuel)				
(iii)	Date of Start of Contract				

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(iv)	Date of Completion of Contract				
2.	Copies of Purchase Orders, Customer/Client Certificates, documents in support of details/data of Sl. No. 1 to 2 enclosed as Annex.				

Note :

1. *The reference works whose details have been declared as per the specified format in this Attachment No.-3A1 above shall only be considered to ascertain the bidder's compliance to the specified Qualifying Requirement (QR). Bidders wishing to provide additional works are required to declare the same in similar format which shall be additionally attached. The Employer at its discretion may seek any clarification and/or documentary evidence only for the reference works as mentioned above. However, no change or substitution of the reference plants / works / Installations by new/additional works for conforming to the specified Qualifying Requirement shall be sought, offered or permitted.*
2. *Bidder to ensure that the certificate issued by the client covers/includes all the parameters of QR.*
3. *Bidder to furnish documentary evidences against all claims in the form of detailed Letter of Award/ Contract Agreement / Purchase Orders, Client's Certificates etc. for the particular referred Contract with properly annexed with this attachment.*

Date :
Place :

(Signature).....

(Printed Name).....

(Designation).....

(Company Seal).....

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OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS BIDDING DOCUMENT NO. NVVNC&M/RE-58/2020-21

Qualification Requirement Related to Financial Criteria Attachment 3A2

Item No. 2 under 6 of Section I (IFB) of the Bidding Document

- (A) We confirm that our average annual turnover in the preceding three (3) financial years as on date of Techno-Commercial bid opening is not less than **INR 5.5 Crores (Rupees Five Crores and Fifty Lakhs Only)**. In support of above, we are enclosing audited financial statements and the details are as under:

Sl. No	Financial Year	Amount in INR (Million)
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno- Commercial Bid Opening.	
5.	We have enclosed Audited financial statements for the last 3 financial years	YES */ NO*

- B) We hereby confirm that net worth of our company as on the last day of the preceding financial year is not less than 100% of its paid-up share capital.

The Details are as under:

Sl. No	Description	As on last day of the preceding financial year
1.	Paid-up Share Capital	

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2.	Net Worth	
3.	%age of Net worth to Paid-up Share Capital	
4.	Documentary evidence like Annual reports/ Audited financial statements for the last 3 financial years in support of above is enclosed at Annexure to this Attachment-3A-2	
5.	<p>Since we are not able to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification :</p> <p>(a) Copies of unaudited unconsolidated financial statements of the bidder alongwith copies of the audited consolidated financial statements of the Holding Company for the last 3 years enclosed at Annexure to this Attachment 3A-2.</p> <p>(b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company, is enclosed as per the format at Appendix-A to this Attachment-3A-2.</p>	<input type="checkbox"/> <input type="checkbox"/>

For Bidders meeting requirement of IFB based on the strength of their *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies

- (a) Since we do not satisfy the financial criteria stipulated at IFB on our own, we meet the requirement of average annual turnover based on the strength of our Holding Company who meet the stipulated turnover requirements of IFB and whose networth as on the last day of the preceding financial year is atleast equal to or more than paid up share capital of the holding company.

Sl. No.	Description	As on last day of the preceding financial year
1.	Name and Address of the Holding Company	

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2.	The annual turnover of the Holding company in the preceding three financial years in Indian Rupees (INR) or in Foreign Currency (FC) 2019-2020 2018-2019 2017– 2018	
3.	The average annual turnover of the Holding company in the preceding three financial years as on the date of techno-commercial bid opening	
4.	We have enclosed Annual Reports/ Audited Financial Statements for the last 3 financial years of the Holding Company	YES* NO*
5.	Paid-up Share Capital of the Holding Company	
6.	Net Worth of the Holding Company	
7.	%age of Net worth to Paid-up Share Capital	
8.	A Letter of Undertaking from the Holding company supported by Board Resolution of the Holding Company, pledging unconditional and irrevocable financial support for execution of the contract by the bidder in case of award, is enclosed as per the format at Appendix-B to this Attachment-3A-2. A power of attorney of the person signing on behalf of Holding company is also enclosed at Annexure to this Attachment-3A-2.	
9.	Documentary evidence like Annual Report/Audited Financial Statements together with relevant schedules for the last preceding financial year/certification of financial statements from a practicing Chartered Accountant etc. in respect of Holding Company in support of above is enclosed at Annexure to this Attachment-3A-2.	

- (b) Since we do not satisfy the financial criteria stipulated at IFB on our own, we meet the requirement of net worth based on the strength of our *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies, and the Net worth of the Bidder and its *Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company, in combined manner is not less than 100% of their total paid up share capital and individually, their Net worth is not less than 75% of their respective paid up share capitals.

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Sl. No.	Description	As on last day of the preceding financial year
1.	Name and Address of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
2.	Paid-up Share Capital of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
3.	Net Worth of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
4.	%age of Net worth to Paid-up Share Capital	
5.	Documentary evidence like Annual Report/Audited Financial Statements together with relevant schedules for the last preceding financial year/certification of financial statements from a practicing Chartered Accountant etc. in respect of Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company in support of above is enclosed at Annexure to this Attachment-3A-2.	

* Bidder to strike-off whichever is not applicable.

We further confirm that notwithstanding anything stated above, the Employer reserves the right to verify any information/documents furnished by the Bidder and also to carry out assessment of the capabilities and capacity of the bidder/his collaborators / associates / subsidiaries / group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer .

Date : (Printed Name).....

Place : (Designation).....

Notes :

- (i) In case where audited results for the last financial year as on the date of Techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, party is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters provided party submits a Certificate from the CEO/CFO as per the format enclosed at Appendix-C to this Attachment-3A-2.
- (ii) Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

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- (iii) Other income shall not be considered for arriving at annual turnover.
- (iv) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- (v) For annual turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the

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Appendix A to Attachment 3A2

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING COMPANY IN ACCORDANCE WITH IFB

(To be submitted by *Bidder /*Associate/Collaborator along with the Bid)

- 1.0 I, Mr _____ (CEO/CFO of the holding company)*, declare that M/s _____ (Name of the Holding Company) is the Holding Company of M/s (Name of the *Bidder/*Associate/Collaborator).
- 2.0 I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in respect of the *Bidder/ *Associate/Collaborator as part of the bid reference no ----- dated----- have been considered for the purposes of the finalization of consolidated financial statements of the Holding Company as part of the Annual Reports.
- 3.0 I further, certify that the figures in the unaudited unconsolidated financial statements are true and correct and same have been duly reflected in the audited consolidated financial statements and/or Annual Report of the Holding Company.

* Strike off whichever is not applicable.

* Yours faithfully, (Signature)

Date:

Name & Designation.....

Place:

Name of the Holding Company.....

Seal of the Holding
Company.....

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Appendix B to Attachment 3A2

PROFORMA OF LETTER OF UNDERTAKING

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the *Bidder /* Associate/Collaborator for meeting the stipulated Financial Qualifying Requirement as per IFB]

Dear Sir,

1.0 We, M/s _____ declare that we are the holding company of M/s (Name of the *Bidder/*Associate/Collaborator) and have controlling interest therein.

M/s _____ (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for (Name of the Project) under

bid reference no _____ dated _____ and M/s _____ (Name of the *Bidder/*Bidder's Associate/Collaborator) have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per IFB

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s _____ (Name of the *Bidder/*Associate/Collaborator), for the execution of the Contract, in case M/s (Name of the Bidder) are awarded the Contract for the said package at the end of the bidding process.

We further agree that this undertaking shall be without prejudice to the various liabilities that M/s _____ (Name of *Bidder/*Associate/Collaborator) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by Employer.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully,

(Signature of Authorized Signatory on behalf of the Holding Company)

Date: Name & Designation.....

Place: Name of the Holding Company.....

Seal of the Holding Company.....

* Strike Off whichever is not applicable

WITNESS:

1.

2.

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PROFORMA OF LETTER OF UNDERTAKING

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

[To be executed by *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies Supported by Board Resolution and submitted by the Bidder along with the Bid, Applicable to the *Bidder /*Associate/Collaborator for meeting the stipulated Financial Qualifying Requirement as per IFB]

Dear Sir,

1.0 We, M/s..... declare that we are the *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies of M/s.....(*Bidder /*Associate/Collaborator) and have controlling interest therein.

M/s. (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for.....(Name of the Project) under bid reference no. dated and M/s (*Bidder/*Bidder's Associate/Collaborator) have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per IFB.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s. (Name of the *Bidder/*Associate/Collaborator), in case M/s (Name of the Bidder) are awarded the Contract for the said package, at the end of the bidding process.

We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of *Bidder/*Associate/Collaborator) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire Contract and/or till it is discharged by Employer.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully,

Date:

(Signature of Authorised Signatory on behalf of the *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding Companies)

* Strike Off whichever is not applicable

Witness:

(1)

(2)

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APPENDIX C to Attachment 3A2

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE BIDDER / ASSOCIATE / COLLABORATOR IN ACCORDANCE WITH IFB

(To be submitted by *Bidder /*Associate/Collaborator along with the Bid)

Ref. :

Date :

To

NVVN Limited
Scope Complex,
Institutional Area, Lodhi Road
New Delhi

Dear Sirs,

1.0 I, Mr./Ms. (CEO / CFO* of M/s (Name of the *Bidder /*Associate / Collaborator / *Subsidiary(ies) / *Holding Company / *Subsidiaries of the Holding companies) hereby confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening for the package (Name of the package).

2.0 I further, declare that the Certificate from the practicing Chartered Accountant certifying the financial parameters of M/s (Name of the *Bidder / *Associate / Collaborator / *Subsidiary(ies) / *Holding Company / *Subsidiaries of the Holding companies) for the last financial year is not available.

* Strike off whichever is not applicable.

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place: (Name of the Company).....

(Seal of Company)

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ATTACHMENT - 3B

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS

BIDDING DOCUMENT NO. NVVN/C&M/RE-58/2020-21 (Financial Capacity Status of Bidder))

Bidder's Name and Address:

To

NTPC VIDYUT VYAPAR NIGAM LIMITED,
2nd Floor, Core 5, Scope Complex Institutional Area, Lodhi Road, New Delhi – 110003, India

-
- A) Orders in Hand
- i) Total value of Contracts
- ii) Value of work completed out of above value up to March' 2020
- iii) Value of anticipated work to be performed in the following Financial Years :
- 2020 - 2021
- 2021 - 2022
- 2022 - 2023
- 2023-2024
- 2024-2025
- B) Bidder's assessment of maximum negative

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cash flow (fund requirement) at any point of time between Notification of Award and completion of contract based on specified terms of payment and his expenditure plan for Plant & equipment being offered by bidder for this package.

C) Arrangement to meet above fund requirement. Own Funds Credit Others Total the

D) Gross Turnover of Company during: Year

ending - March 2016

Year ending - March 2017 Year

ending - March 2018 Year ending

- March 2019 Year ending -

March 2020

E) Balance Sheet and Profit & Loss Account duly certified by a Chartered Accountant for the last 5 years is to be submitted.

Enclosed at Annexure
to this Attachment-3B

F) Declaration by Bankers or the Chartered Accountant regarding :

i) Bank Guarantee Limits

Enclosed at:.....

ii) Over Draft Limits/Cash Credit Limits

Enclosed at:

iii) Deferred payment limits.

Enclosed at:

iv) Fixed Deposits

Enclosed at:

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- v) Movable Property
Hypothecation.
(Please state the present
utilization status also)

Enclosed at:

- G) Information regarding any
current litigation in which
the Bidder is involved, the
parties concerned, the dis-
putes and the disputed
amount if any.

Enclosed at:

Date : (Designation).....

Place : (Printed Name).....

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ATTACHMENT – 4

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR
ISLANDS

BIDDING DOCUMENT NO. NVVN / C&M/RE-58/2020-21

(Details of Proposed Sub-contractors/Sub-Vendors)

NOT APPLICABLE

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Authorization No. :

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ATTACHMENT - 6

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS BIDDING DOCUMENT NO. NVVNC&M/RE-58/2020-21

(INTEGRITY PACT)

Between

NTPC VIDYUT VYAPAR NIGAM LIMITED., a wholly owned subsidiary of NTPC Ltd. (hereinafter

referred to as "The Employer") and

..... (Hereinafter referred to as "The Bidder/Contractor") and

..... (Hereinafter referred to as "Associate"

(if applicable)

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into contract for **OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS** with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Employer may appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1 Commitments of the Employer

1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder

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confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the contract execution.

- c) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and Undertakings by the Bidder/Contractor

- 1 The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
- a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
- b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
- d) The Bidder/ Contractor will, when presenting his bid undertakes, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2 The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts If the Bidder(s)/ Contractor(s), before award or during execution has committed a

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transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.

1. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.
2. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.

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- 2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Deleted Section

8 Pact Duration

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

Section 9 Miscellaneous Provisions

- 1 This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
- 2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the Contractor is/are Associate(s), this agreement must be signed by all the Associate(s) as the case may be.

The Parties hereby sign this Integrity Pact aton thisday of 2020.

Employer

Bidder/ Contractor

Associate(s)

Witness

Witness

Witness

1.....

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ATTACHMENT - 7

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN &
NICOBAR ISLANDS
BIDDING DOCUMENT NO. NVVN/C&M/RE-58/2020-21
(DECLARATION ON FRAUD PREVENTION POLICY)

Bidder's Name and Address:

To
NVVN LTD, NEW DELHI

Dear Sirs,

We have read the contents of the Fraud Prevention Policy of NVVN/NTPC displayed on website <http://www.ntpctender.com> and <http://www.nvvn.co.in> and undertake that we along with our associate/collaborator/subcontractors/subvendors/consultants/service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NVVN/NTPC.

----- Date

: (Designation).....

Place : (Printed Name).....

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ATTACHMENT - 8

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS
BIDDING DOCUMENT NO. NVVN/C&M/RE-58/2020-21

(Declaration on Policy for withholding and Banning of Business Dealings)

Bidder's Name and Address: To NTPC VIDYUT VYAPAR NIGAM LIMITED,
2nd Floor, Core 5, Scope Complex
Institutional Area, Lodhi Road,
New Delhi – 110003, India

1) We have read the contents of the Banning Policy of NTPC (followed by NVVN) attached with this Bidding document and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:

- a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
- b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
- c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies/it's subsidiaries during the last five years.

2) We further declare as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NVVN shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

Date : (Designation).....

Place : (Printed Name).....

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ATTACHMENT - 9

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN
& NICOBAR ISLANDS
BIDDING DOCUMENT NO. NVVN/C&M/RE-58/2020-21
(CHECKLIST FOR TECHNO-COMMERCIAL BID)

Bidder's Name and Address:

To

NTPC VIDYUT VYAPAR NIGAM LIMITED,
2nd Floor, Core 5, Scope Complex Institutional Area, Lodhi Road, New Delhi – 110003, India

Dear Sirs,

Check List of documents to be submitted for Techno-Commercial Bid

Sl.	Details of Checks	Enclosed: Yes / No
1.	BID FORM (TECHNO-COMMERCIAL BID)
2.	ATTACHMENT-1, 1A, 1B, 1C (IN A SEPARATELY SEALED ENVELOPE)
3.	ATTACHMENT-2 (IN A SEPARATELY SEALED ENVELOPE)
4.	ATTACHMENT-3 (INCLUDING QR DETAILS)
5.	ATTACHMENT-4
6.	ATTACHMENT-5
7.	ATTACHMENT-6(IN A SEPERATE SEALED ENVELOPE)
8.	ATTACHMENT-7
9.	ATTACHMENT-8
10.	ATTACHMENT-9

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FORMS AND PROCEDURES FOR *OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS*

IFB DOCUMENT NO.: NVVN/C&M/RE-58/2020-2

1B. BID FORM AND ATTACHMENTS

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ENVELOPE-II (PRICE BID)

BID FORM

ENVELOPE-II (PRICE BID)

Ref No.:

Date:

IFB No. : NVVN/C&M/RE-58/2020-21

Name of Package : OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS

DOCUMENT NO. NVVN/C&M/RE-58/2020-21

To
NTPC VIDYUT VYAPAR NIGAM LIMITED,
1st Floor, Core 5, Scope
Complex, 7, Institutional Area,
Lodhi Road, New Delhi –
110003, India

Gentlemen and/or Ladies,

- 1.0 Having examined the Bidding Documents No. **NVVN/C&M/RE-58/2020-21**, including subsequent amendments and clarifications, if any, the receipt of which is hereby acknowledged, we the undersigned, offer to execute the above-named Package in full conformity with the said Bidding Documents for the sum**(excluding all taxes & duties)** or such other sums as may be determined in accordance with the terms and conditions of the Contract..
- 2.0. We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit.
- 3.0 We understand that in the price schedule, where there are discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, (even in case of carry forward of prices) the unit or subtotal price shall prevail and the total price shall be corrected accordingly. We further understand that where there is discrepancy between amounts stated in figures and amounts stated in words, the amount stated in words shall prevail. Similarly, in case of any discrepancies between the total bid price and the summation of Schedule prices (price

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indicated in a Schedule indicating the total of that Schedule), the total bid price shall be corrected to reflect the actual summation of the Schedule prices.

- 3.1 We declare that prices left blank in the Schedules will be deemed to have been included in the prices of other items and deemed to be the total price for executing the Facilities in complete accordance with the Contract, whether or not each individual item has been priced.
- 4.0 We confirm that except as otherwise specifically provided, our Bid Prices include all taxes, duties, levies and charges including GST assessed on us, our Sub-Contractor / Sub-Vendor, our assignee and our assignee's sub-contractor/sub-vendor (if applicable, in case of foreign bidders) or their employees by all Municipal, State or National Government authorities in connection with the Facilities, in and outside of India.
- 4.1 We further understand that notwithstanding 4.0 above, you shall also bear and pay / reimburse to us GST applicable on charges towards operation services of e-buses. GST Rate is mentioned in the price bid.
- 4.2 We confirm that we shall get registered as per relevant GST laws. Further, we hereby declare that if any Indian Income Tax, surcharge on Income Tax and any other tax is attracted under the law, we agree to pay the same to the concerned authorities and you shall have no additional tax liabilities whatsoever irrespective of the mode of contracting.

We agree to furnish any other information as a proof of the above to your satisfaction as and when required.

4.3 Income Tax

We hereby declare that if any Indian Income Tax, surcharge on Income Tax and any other tax is attracted under the law, we agree to pay the same to the concerned authorities and you shall have no additional tax liabilities whatsoever irrespective of the mode of contracting.

5.0 Compliance to the provisions of the Bidding Documents

- 5.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.
- 5.2 We further declare that additional conditions, variations, deviations, if any, found in the Price Bid, save those pertaining to any rebates offered, shall not be given effect to.
- 6.0 We undertake, if our bid is accepted, to commence work on the facilities immediately upon your Notification of Award to us.
- 7.0 If our bid is accepted, we undertake to provide an Advance Payment Security and Contract Performance Securities in the form and amounts and within the times specified in the Bidding Documents.

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- 8.0 We agree to abide by this Bid (both Techno Commercial bid & Price Bid) for a period of 180 days from the date of opening of bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Techno - Commercial Bid including this Price Bid shall remain valid and open for acceptance for One Hundred Eighty (180) days from date of Bid Opening of Techno Commercial Bid.
- 9.0 Until a formal Contract is prepared and executed between us, both bids (Envelope-I & Envelope-II), together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 12.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated this.._____.day of._____.20_____

Thanking you, we remain,

Yours faithfully,

Date: _____

Place: _____

(authorized signatory Name).

(Designation)

Business Address:_____

Country of Incorporation (Province also to be indicated):_____

Fax No.:_____

Phone No.:_____

Email

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Annexure 2

PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by the Bidder along with his Bid)

Ref. No..... Date:.....
To
Sr.Mgr, C&M
NVTN Limited.
Core-5, 2nd Floor
Scope Complex, 7 Institutional Area, Lodhi
Road, New Delhi-110003

Dear Sir,

1.0 I*/We* have read and examined bidding documents relating to OPERATION OF
.....NOS. ELECTRIC BUSES IN CITY as per Bid Document
No.....including subsequent amendments..... and clarifications.....

Section I : Invitation for Bids (IFB)
Section II : Instructions to Bidders (ITB) Section III: Bid Data Sheets (BDS)
Section IV : General Conditions of Contract (GCC)
Section V : Special Conditions of Contract (SCC)
Section VI : Technical Specifications (TS)
Section VII : Forms and Procedures (FP)

2.0 I* / We* hereby submit our Bid and undertake to keep the bid valid for a period of Six (06) months from the date of opening of bid. I* / We* hereby further undertake that during the said period, I* / We* shall not vary/alter or revoke my*/ our* bid.

2.1 This undertaking is in consideration of NVTN agreeing to open my* / our* Bid and consider and evaluate the same for the purposes of award of Work in terms of provisions of Conditions of Contract of the Bidding Documents.

2.2 I / We hereby confirm that if the assignment is awarded to us, it will not be in conflict with our obligations to other clients and I / we will exclusively work for the owner in respect of this assignment in the best interest of the owner.

If the assignment is awarded to us, we shall not accept or continue with any relationship / interest that may place us in a position of being unable carry out the assignment in the best interest of the owner. If required by owner, we shall submit adequate documentary proof to the satisfaction of the Owner, of cessation of such conflicting relationship/interest effective the bid

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opening

- 2.3 We further confirm that if at any stage during execution or prior to award of the assignment, the aforesaid undertaking / representation is found to be untrue, in the sole discretion of the owner, it will lead to our disqualification and action as per NVVN Banning / Fraud Prevention Policy may be initiated against us, including but not limited to invocation of the Bid Security.
- 3.0 We declare that the above bid price is as per the provisions of the Bid document and remain valid for the entire period of the contract including any time extension granted by the Owner. We further declare that the above Bid price is inclusive of equipment Supply and Maintenance charges travel, boarding & lodging expenses, administrative charges, laboratory charges, documentation charges and any other incidental charges for successful completion of Contract.
- 4.0 We confirm that all taxes, duties & levies (including GST there upon as applicable) and surcharge on taxes, duties & levies, insurance charges, license fees, etc. including statutory variations during the currency of the contract applicable on transactions between us and our Sub-Contractor(s), if any, shall be payable directly by us and are included in the bid price for the entire scope of work. NVVN will not bear any expenditure, whatsoever on this account.
- 5.0 We confirm that all taxes, duties & levies (other than GST there upon as applicable on direct transaction between the us and NVVN), surcharge on taxes, duties & levies, insurance charges, license fees, etc. including any statutory variations there to arising out of the contract shall be payable directly by us and are included in the lump sum bid price for the entire scope of work. NVVN will not bear any expenditure, whatsoever on this account.
- 6.0 We further confirm & declare that GST there upon as applicable on direct transaction between us and NVVN under this contract (tax rates as applicable on two (02) days prior to date of bid opening, component of contract price on which it is applicable and the total amount) is indicated by us in the price schedule quoted by us.
- 7.0 As regards income tax, surcharge on income tax and other corporate taxes, we further confirm that we shall be responsible for such payments to the concerned authorities. However, NVVN will be entitled to deduct taxes at source from the payment to be made to the contractor in accordance with the Indian Tax laws and rules as applicable from time to time and deposit it with the concerned Authorities within the prescribed time.
- 8.0 We understand and confirm that Tax liability, if any, on deputation of our Personnel abroad shall also be borne by us and shall be our responsibility as per Tax Laws of India.
- 9.0 We confirm that we shall be liable to take / maintain all necessary insurance at our own cost.
- a) We understand that if on checking any difference is found between the rates given by us in words and figures or in the amount worked out by us in the proposal, the same shall be rectified in accordance with the following rules:
- b) In the event of discrepancy between description in words and figures quoted by us, the description in words shall prevail.

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- c) In the event of an error occurring due to wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - d) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- 11.0 We are aware that the Description of Item does not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Scope of Work and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and amount / prices. We agree that the entered rates and amount / prices shall be deemed to include the full scope as aforesaid, including all overheads and profit.
- 12.0 We understand and agree that NVVN does not bind themselves to accept the lowest or any offer or to give any reasons for their decision. The decision of NVVN shall be final and binding on us in all matters / issues arising out this bidding process.
- 13.0 Should this Bid be accepted, I* / We* also agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned Bidding Documents.

Signature along with seal of the Company

.....
(Duly authorized to sign the Bid on behalf of the Bidder)

Name.....
 Designation.....
 Date.....
 Name of Company.....
 (in Block Letters)

Witness:

Address.....

Signature.....

Date.....
 Name & Address.....

.....

* Strike out whichever is not applicable

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ANNEXURE-3

PROFORMA FOR BANK GUARANTEE TOWARDS BID SECURITY

(To be stamped in accordance with stamp Act)

The non-judicial stamp paper should be in the name of issuing bank

Ref.....

Bank Guarantee No.....

Date.....

Sr.Mgr, C&M
NVVN Limited.
Core-5, 2nd Floor
Scope Complex, 7 Institutional Area, Lodhi
Road, New Delhi-110003

Dear Sirs,

In accordance with Invitation for Bid under your Bid Document No. _____ M/s _____ having its Registered/Head Office at _____ (hereinafter called the Bidder) wish to participate in the said Bid for _____ [Name of Package] As an irrevocable bank Guarantee against Bid Guarantee for an amount of _____ (*) valid for _____ months from _____ (**) required to be submitted by the Bidder, as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the (Name& address of the Bank)

having our Head Office at _____ (#) _____ guarantee and undertake to pay immediately on demand by NVVN Limited. the amount of _____ (*) *(in figures and words)* without any reservation, protest, demur and recourse. Any such demand made by said `Owner` shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid upto _____ @ _____. If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

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In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 201_____ at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation
with Bank Stamp)
Attorney as per
Power of Attorney No. _____

Date _____

- Note:
1. (*) The amount shall be as specified in the Bidding Documents. (**)
This shall be Date of opening of Bids
 - (#) Complete mailing address of the Head Office of the Bank to be given
 - (@) This date should be Six (06) calendar months from the date for opening of the Bids.
 2. The Stamp Paper of appropriate value as per relevant stamp act of the State shall be purchased in the name of Bidder/Bank issuing the guarantee. The List of Banks acceptable to the Owner is enclosed as Annexure-3.

While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Annexure-7-Form of Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Annexure-7 and enclose the same with the Bank Guarantee.

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ANNEXURE-3A

Name of Banks acceptable for Bank Guarantee towards BID Security SCHEDULED

COMMERCIAL BANKS

A. STATE BANK OF INDIA

B. NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Indian Bank
9. Indian Overseas Bank
10. Oriental Bank of Commerce
11. Punjab National Bank
12. Punjab & Sind Bank
13. Syndicate Bank
14. Union Bank of India
15. United Bank of India
16. UCO Bank
17. Bank of Baroda

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. RBL Bank Ltd
12. South Indian Bank Ltd

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13. Tamilnadu Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank

18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd
21. IDFC Bank Ltd.
22. Bandhan Bank Ltd

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank Ltd
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shanghai Banking Corporation Ltd
12. Societe Generale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. Bank Internasional Indonesia
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. KBC Bank N.V.
26. The Bank of Tokyo-Mitsubishi UFJ Limited.
27. Austalia & Newzealand Banking Group Limited
28. Sumitomo Mitsui Banking Corporation
29. American Express Banking Corporation

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30. Commonwealth Bank of Australia
31. Credit Suisse A.G.
32. FirstRand Bank Ltd.
33. Industrial & Commercial Bank of China Ltd.
34. JSC VTB Bank
35. National Australia Bank
36. Rabobank International
37. Sberbank
38. UBS AG
39. United Overseas Bank Ltd.
40. Westpac Banking Corporation

41. Woori Bank
42. The Royal Bank of Scotland N.V.
43. Doha Bank Qsc
44. Industrial Bank of Korea
45. Korea Exchange Bank Co. Ltd.

E OTHER PUBLIC SECTOR BANK

IDBI Ban

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ANNEXURE-4

PROFORMA OF BANK GUARANTEE FOR ADVANCE

Ref

Bank Guarantee No.....

Date.....

To
Sr.Mgr, C&M
NVVN Limited.
Core-5, 2nd Floor
Scope Complex, 7 Institutional Area, Lodhi
Road, New Delhi-110003

Dear Sir,

In consideration of the NVVN Ltd. (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.

_____ with its registered / Head office at _____ (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Owner's Letter of Award

No. _____ dated / / _____ and the same having been unequivocally accepted by the Contractor, resulting into a Contract valued at Rs. _____ for _____ (scope of work) _____ contract (hereinafter called the 'Contract') and the Owner having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to _____ (in words and in figures) _____ as an Advance against Bank Guarantee to be furnished by the Contractor.

We _____ (name of the bank) _____ having its Head Office at _____ (address) _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, immediately on demand any, or all monies payable by the Contractor to the extent of _____ (in words and in figures) _____ at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

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The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove, our liability under this guarantee is limited to _____ and it shall remain in force up to and including ___@___ _____ and shall be extended from time to time for such period (not exceeding one year) as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this day of201_ at _____

Witness. :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank stamp) (Attorney
as per Power of Attorney
No. _____ Dated _____)

Note: 1. @ The date shall be 90 days beyond the completion date of the last activity identified for relevant part of Assignment under the package.

1. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG has been issued or the State of India from where the BG shall be operated, whichever is higher. The List of Banks acceptable to the Owner is enclosed as Annexure-D1.

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2. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Annexure-7 - Form of Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Annexure- 7 and enclose the same with the Bank Guarantee

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Annexure 4A

Name of Banks acceptable for Bank Guarantee for Advance

SCHEDULED COMMERCIAL BANKS

A. STATE BANK OF INDIA

B. NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Indian Bank
9. Indian Overseas Bank
10. Oriental Bank of Commerce
11. Punjab National Bank
12. Punjab & Sind Bank
13. Syndicate Bank
14. Union Bank of India
15. United Bank of India
16. UCO Bank
17. Bank of Baroda

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. RBL Bank Ltd

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12. South Indian Bank Ltd
13. Tamilnadu Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank

18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd
21. IDFC Bank Ltd.
22. Bandhan Bank Ltd

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank Ltd
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shanghai Banking Corporation Ltd
12. Societe Generale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. Bank Internasional Indonesia
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. KBC Bank N.V.
26. The Bank of Tokyo-Mitsubishi UFJ Limited.
27. Australia & Newzealand Banking Group Limited
28. Sumitomo Mitsui Banking Corporation

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29. American Express Banking Corporation
30. Commonwealth Bank of Australia
31. Credit Suisse A.G.
32. FirstRand Bank Ltd.
33. Industrial & Commercial Bank of China Ltd.
34. JSC VTB Bank
35. National Australia Bank
36. Rabobank International
37. Sberbank
38. UBS AG
39. United Overseas Bank Ltd.
40. Westpac Banking Corporation

41. Woori Bank
42. The Royal Bank of Scotland N.V.
43. Doha Bank Qsc
44. Industrial Bank of Korea
45. Korea Exchange Bank Co. Ltd.

E OTHER PUBLIC SECTOR BANK

1. IDBI Bank

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ANNEXURE-5

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.....

Date.....

To
Sr.Mgr, C&M
NVVN Limited.
Core-5, 2nd Floor
Scope Complex, 7 Institutional Area, Lodhi
Road, New Delhi-110003

Dear Sir,

In consideration of the NVVN Ltd., (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ with its Registered / Head Office at _____ (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Contractor resulting into a 'Contract' valued at _____ for _____ (*Scope of Contract*) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (ten percent) of the said value of the Contract to the Owner.

We _____ (*Name & address*) _____, having its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor to the extent of _____ as aforesaid at any time upto _____ * (*days/month/year*) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this

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guarantee from time to time to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this

guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____* and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ whose behalf this guarantee has been given.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ____ day of _____ 201__ at _____

Witness. :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank stamp) (Attorney
as per Power of Attorney
No. _____ Dated _____)

NOTE: 1. * The date will be six (06) months beyond the completion date of the last activity identified under the package.

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG has been issued or the State of India from where the BG shall be operated, whichever is higher. The List of Banks acceptable to the Owner is enclosed as Annexure-5A.
3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Annexure-7 - Form of Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Annexure-7 and enclose the same with the Bank Guarantee.

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ANNEXURE-5A

Name of Banks acceptable for Bank Guarantee for Contract Performance

SCHEDULED COMMERCIAL BANKS

E. STATE BANK OF INDIA

F. NATIONALISED BANKS

18. Allahabad Bank
19. Andhra Bank
20. Bank of India
21. Bank of Maharashtra
22. Canara Bank
23. Central Bank of India
24. Corporation Bank
25. Indian Bank
26. Indian Overseas Bank
27. Oriental Bank of Commerce
28. Punjab National Bank
29. Punjab & Sind Bank
30. Syndicate Bank
31. Union Bank of India
32. United Bank of India
33. UCO Bank
34. Bank of Baroda

G. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. RBL Bank Ltd

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12. South Indian Bank Ltd
13. Tamilnadu Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank

18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd
21. IDFC Bank Ltd.
22. Bandhan Bank Ltd

H. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank Ltd
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shanghai Banking Corporation Ltd
12. Societe Generale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. Bank Internasional Indonesia
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. KBC Bank N.V.
26. The Bank of Tokyo-Mitsubishi UFJ Limited.
27. Austalia & Newzealand Banking Group Limited
28. Sumitomo Mitsui Banking Corporation

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29. American Express Banking Corporation
30. Commonwealth Bank of Australia
31. Credit Suisse A.G.
32. FirstRand Bank Ltd.
33. Industrial & Commercial Bank of China Ltd.
34. JSC VTB Bank
35. National Australia Bank
36. Rabobank International
37. Sberbank
38. UBS AG
39. United Overseas Bank Ltd.
40. Westpac Banking Corporation

41. Woori Bank
42. The Royal Bank of Scotland N.V.
43. Doha Bank Qsc
44. Industrial Bank of Korea
45. Korea Exchange Bank Co. Ltd.

E OTHER PUBLIC SECTOR BANK

2. IDBI Bank

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Annexure 6

FORM OF DEED OF JOINT UNDERTAKING

FOR QUALIFYING REQUIREMENTS IN IFB

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER AND IT'S ASSOCIATE/ COLLABORATOR / HOLDING COMPANY / SUBSIDIARY COMPANY FOR MEETING THE QUALIFICATION REQUIREMENTS IN LINE WITH NOTES S.No. (iii) OF CLAUSE 6.1 TO TECHNICAL CRITERIA OF QUALIFYING REQUIREMENTS GIVEN IN IFB

This DEED of UNDERTAKING executed this..... day of.....Two thousand by M/sa Company incorporated under having its Registered Office at (hereinafter called the “*Associate/Collaborator / Holding Company/ Subsidiary Company”, which expression shall include its successors, administrators, executors and permitted assigns) and M/s a company registered under the having its registered office at (hereinafter called the Bidder /Contractor, which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Vidyut Vyapar Nigam Limited (NVVN), a wholly owned subsidiary of NTPC Ltd., incorporated under the Companies Act 1956, having its Registered Office at Scope Complex, Core 7 Institutional Area, Lodhi Road, New Delhi - 110 003, INDIA (hereinafter called "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS vide bidding document no NVVN/C&M/RE-58/2020-21

WHEREAS M/s (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS against the Employer's Bidding Document.

AND WHEREAS M/s (Bidder) is entitled to bid as per qualifying requirements specified in Bid Documents, and desire to participate based on the support of M/s (hereinafter referred to as *Associate/Collaborator / Holding Company / Subsidiary Company) where *Associate/Collaborator/ Holding Company / Subsidiary Company who collectively along with the bidder satisfies the qualification requirements as

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specified in qualifying requirements specified in Bid Documents and where as a pre-condition for submitting the bid, the Bidder and the *Associate/Collaborator / Holding Company / Subsidiary Company are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we the *Associate/Collaborator / Holding Company / Subsidiary Company and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of the work as specified under the said contract.
2. In case of any breach of the Contract committed by the Contractor, we the *Associate/Collaborator / Holding Company / Subsidiary Company do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the contract and undertake to carry out all the obligations and responsibilities stipulated in contract under this Deed of Undertaking. Further, if the Employer sustains any loss or damage on account of any breach of the Contract on account of equipment, we the Associate/Collaborator / Holding Company / Subsidiary Company and the Contractor jointly and severally undertake to promptly indemnify and pay such loss / damages caused to the Employer on its written demand without any demur, reservation, Contest or protest in any manner whatsoever. This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the *Associate/Collaborator / Holding Company / Subsidiary Company (with respect to obligations and responsibilities of the *Associate/Collaborator/Holding Company / Subsidiary Company covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the *Associate/Collaborator / Holding Company / Subsidiary Company / Contractor.
3. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objective set forth in paragraph 1 above shall be as follows:
 - a) We, the *Associate/Collaborator/Holding Company/Subsidiary Company and Contractor shall be fully responsible to the Employer for successful performance under the contract.
 - b) We, the *Associate/Collaborator/Holding Company /Subsidiary Company and Contractor shall be fully responsible for the work in the subject package, so as to ensure satisfactory, reliable and trouble-free performance of the contract.

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- c) We, the *Associate/Collaborator / Holding Company / Subsidiary Company shall extend our quality surveillance / supervision / quality control to the Contractor during manufacture, commissioning and performance testing, both at works and / or at Employer's site. Without prejudice to the overall responsibilities of the *Associate/Collaborator/Holding Company/Subsidiary Company, as to the successful performance of the Equipment, the *Associate/Collaborator/Holding Company/Subsidiary Company, shall depute its technical experts from time to time in the works / Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the Contracts.
- d) In the event any problem is encountered during execution, *Associate/Collaborator / Holding Company / Subsidiary Company shall promptly provide services /support to analyse and suggest corrective measures directly to the Employer and the Contractor & *Associate/Collaborator / Holding Company / Subsidiary Company shall promptly carry out all corrective measures and modifications at their own expense. Thereafter, the Contractor and *Associate/Collaborator / Holding Company / Subsidiary Company shall demonstrate the successful performance of the contract.
- e) Implementation of the necessary repairs, replacements, rectification or modifications to the equipment/main assembly /components / system and payment of financial liabilities and penalties shall be the joint and several responsibilities of the Contractor *Associate/Collaborator / Holding Company / Subsidiary Company

We, the Contractor and *Associate/Collaborator / Holding Company / Subsidiary Company do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the end of the contract period and further stipulate that the Undertaking herein contained shall terminate after ninety days of satisfactory completion of the contract. In case of delay in execution, the validity of this deed of joint undertaking shall be extended by such period of delay. We further agree that this Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

4. In case of Award, in addition to the Contract performance security furnished by the Contractor, *Associate/Collaborator / Holding Company / Subsidiary Company extending support to Contractor for complying requirement stipulated in Qualifying Requirements shall furnish 'as security' an on-demand Performance Bank Guarantees in favor of the Employer as per provisions of the bidding documents. The value of such Bank Guarantees shall be equal to Two percent (2%) of the contract value as awarded by the Employer to the Contractor and it shall be guarantee towards the faithful performance / compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The bank guarantee shall be unconditional, irrevocable and valid till ninety days beyond the end of contract period covered under the contract. In case of delay in completion, the validity of this Bank Guarantee shall be extended by such period of delay. The guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

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5. Any dispute that may arise in connection with this Deed of Undertaking shall be settled as per arbitration procedure / rules mentioned in the Contract Documents. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
6. We, the *Associate/Collaborator / Holding Company / Subsidiary Company and the Contractor agree that this Undertaking shall form an integral part of the Contracts. We further agree that this Undertaking shall continue to be enforceable till its validity.
7. That this Deed of Undertaking shall be operative from the date of issuance of Notification of Award.

IN WITNESS WHEREOF, the *Associate/Collaborator / Holding Company / Subsidiary Company and the Contractor through their authorized representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

WITNESS

For M/s

1.

(Associate/Collaborator / Holding Company / Subsidiary Company)

(Signature Name & Address)

(Signature of the Authorized Representative)

Name.....

Designation.....

Common Seal of the Company.....

2.

For M/s

(Signature Name & Address)

(Bidder)

(Signature of the Authorized Representative)

Name.....

Designation.....

Common Seal of the Company.....

Notes:

- i) Power of Attorney of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorized signatory, shall be furnished along with this Deed of Joint Undertaking.
- ii) The list of banks which are acceptable to NVVN for issuing Bank Guarantee in this regard is

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indicated in Tender Documents.

iii) * Bidder to strike out, whichever is not applicable

BANK GUARANTEE VERIFICATION CHECKLIST

Annexure 7

1.	Bank Guarantee No.	
2.	Issuing Bank	
3.	Amount of BG	
4.	Nature of BG & No. of Pages	
5.	Validity of BG	
6.	Package Description	
7.	Party & Contacts ref.	
8.	Bank reference	

S. No.	Details of Checks	Yes/ No
a)	Is the BG on non-judicial Stamp paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should not be later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG). The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank?	
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power no. etc., on the BG?	

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e)	Is each page of BG duly signed/ initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	Are the factual details such as Bidding documents no./specification no., amount of BG and validity of BG correctly mentioned in the	

S. No.	Details of Checks	Yes/ No
	BG?	
h)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executants?	
i)	Whether the BG has been issued by a Bank in line with the provisions of Bid / Contract documents?	
j)	In case BG has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

Date:
Place:

Signature.....
Name.....
Designation.....
Company seal

Note: The bidder is required to fill up this form and enclose along with Bank Guarantee.

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Annexure : 8

FORM OF VALIDITY EXTENSION OF BANK GUARANTEE

(To be stamped in accordance with the Stamp Act,
if any, of the Country of the issuing Bank):

Ref.No.....

Dated :.....

To :

[Employer's Name and Address]

Dear Sirs,

Sub : Validity Extension of Bank Guarantee No.....dtd.....
for favouring yourselves, expiring
on..... on account of M/s*.....in
respect of Contract/Bid document for (Insert package name).....
for (Insert Project name) project, Contract No./Bid
Document No.....dated.....(Hereinafter called original Bank
Guarantee).

At the request of M/s*.....we Bank
having branch office at and having Head Office at
..... do hereby extend our liability under the above
mentioned Bank Guarantee No..... dt for a further period
of.....Years/Months from to expire on.....

Except as provided above, all other terms and conditions of the original Bank Guarantee
No.....dt.....shall remain unaltered and binding on us.

Please treat this as an integral part of the original guarantee to which it would be deemed to
have been attached.

.....
(Signature)

.....(Name)

.....
(Designation with Bank Stamp)

Authorized vide Power of Attorney No.....

Dated.....

Note:1.*In case of Joint Ventures, name of all partners of the Joint Venture shall be mentioned. **NOT**

APPLICABLE

2. The extension of BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per
Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the

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State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

The extension of the Bank Guarantee should be forwarded to the Unit/Project/Corporate Centre, from where the extension has been sou

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Annexure 9

No Blacklisting Certificate

{Notarization is required}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)

No Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s) as defined in RFP are not barred by Government of Madhya Pradesh (GoM) / any other entity of GoM or blacklisted by any state government or central government / department / Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually for last one year from..... (Bid Due Date)

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of....., (Year).

Name of the Bidder

Signature of the Authorized person Name of

the Authorized Person

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Annexure:10

Bid Securing Declaration
Form of Bid Securing Declaration
(To be issued on Non Judicial Stamp Paper of Rs.100)

Date:

Bid No:-

Sr. Manager (C&M), NVVN
Ltd., New Delhi

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, *[insert designation of the Procuring Entity]*, for the period of time of *[insert number of months or years, as required by the Procuring Entity]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Request for Proposal (hereinafter "the RFP"); or
- (b) having been notified during the period of bid validity specified in the RFP, about the acceptance of our Bid by you,
 - (i) fail or refuse to execute the Contract Agreement within the time period specified in the RFP,
 - (ii) fail or refuse to furnish the performance security/ performance security declaration, as the case may be, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the RFP,
- (c) not accept the correction of arithmetical errors in accordance with the ITB; or
- (d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder and his having executed the contract agreement and furnishing of performance security; or (ii) thirty days after the expiration of our Bid.

Signed: _____

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Annexure 11

Format of Undertaking

(To be sent by Issuing Bank through official e-mail id)

From: xxxbank@xx.in

To: xxxx@ntpc.co.in

We have issued BG No. _____ dated _____ for an amount of Rs. _____ on behalf of _____ towards Bid Security / EMD for Tender No _____ in favor of NVVN.

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. The SFMS is sent on _____ (date).

We undertake to send the original BG to _____ (*name of tendering location*) directly once postal / courier services are restored and that NTPC's claim will be binding on us without the physical copy.

We undertake not to cancel the aforementioned BG No. _____ without written consent / instruction from NTPC Ltd.

(Name of Bank Official)
Authority No.

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Annexure 12

(TO BE EXECUTED/DIGITALLY SIGNED ON PLAIN PAPER)

(If the special provision of clause 42 of ITB is used for submission of offline documents through online mode otherwise Use Annexure 6 for Deed of Undertaking)

UNDERTAKING TO BE JOINTLY EXECUTED BY THE BIDDER AND THE COLLABORATOR/ASSOCIATE FOR COMPLYING THE PROVISIONS OF FORM NO. \$

This JOINT UNDERTAKING executed on this day ofTwo thousand by M/s a Company incorporated under having its Registered Office at.....(hereinafter called the "Bidder", which expression shall include its successors, administrators, executors and permitted assigns) and

* M/s..... a Company incorporated under having its Registered Office at..... (hereinafter called the "Collaborator/Associate", which expression shall include its successors, administrators, executors and permitted assigns) in favour of NVVN Limited, incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, INDIA (hereinafter called "NVVN" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for the "***NAME OF THE PACKAGE (hereinafter referred to as "Package") vide its **Bidding Document No.:**##.....(hereinafter referred to as "**Bidding Document**")

WHEREAS M/s (Bidder) is submitting its proposal in response to the Invitation for Bid by the Employer for the **Package**, against the Employer's **Bidding Document**

As per the requirement of Bidding documents, We, the Bidder and the Collaborator/Associate, do hereby jointly declare and undertake that we fully abide by all the terms and conditions specified in **Form No. \$** of the Bidding Documents (hereinafter referred to as "**Form**") and shall be jointly and severally liable to the Employer for the successful performance of the **contract** as per the terms and conditions of the Form.

We, the Bidder and the Collaborator/Associate, do hereby declare and undertake that in the event, the bidder emerges as the successful Bidder, we shall submit the **Form** duly executed through our authorised representatives at the earliest but not later than fifteen (15) days from the date of opening of the price bid / completion of Reverse Auction process (if applicable), failing which the Bid may be liable for rejection and Bid Security may be forfeited by the Employer.

We, the Bidder and the Collaborator/Associate, agree that this Joint Undertaking shall form an integral part of the Contract(s) for this **Package**.

This joint undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the Bidder and the Collaborator through their authorised representatives, have executed these presents on the day, month and year first mentioned above.

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FORMS AND PROCEDURES

Annexure-B to Circular No. 805 dated

11.05.2020 Form No. # *For M/s

.....

(Collaborator/Associate)

(Signature Name & Address)

.....

Name

Designation.....

For M/s

(Bidder / Contractor)

(Signature Name & Address)

.....

Name

Designation.....

BIDDING DOCUMENTS

FOR

OPERATION OF 40 NOS. ELECTRIC BUSES AT ANDAMAN & NICOBAR ISLANDS

BIDDING DOCUMENT NO.: NVVN/C&M/RE-58/2020-21

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FORMS AND PROCEDURES

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