CHANDIGARH TRANSPORT UNDERTAKING
CHANDIGARH

REQUEST FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS ALONG WITH PLUBMING, ELECTRICAL WORKS AND OTHER ALLIED WORK THERTO FOR CTU WORKSHOP DEPOT NO-III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS

18th DECEMBER, 2018

Chandigarh Transport Undertaking,
Plot No. 701, Industrial Area Phase-1,
Chandigarh
Tel No: 0172-2679002
E-mail: ctu-chd@nic.in

CHANDIGARH TRANSPORT UNDERTAKING
O/o Director Transport cum Divisional Manager, UT, Chandigarh, Plot No. 701, Industrial Area Phase-1, Chandigarh

Tel No: 0172-2679002 E-mail: ctu-chd@nic.in

REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS ALONG WITH PLUMBING, ELECTRICAL WORK AND OTHER ALLIED WORK INCLUDING REQUIRED EQUIPMENTS THERTO FOR CTU WORKSHOP DEPOT-III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS

E-PROCUREMENT SYSTEM

Time Schedule for the bids:

Bid Reference	:	SPA/CTU/2018/ 11911 Dated: 18.12.2018
Date of commencement of downloading of bid document	:	**21-12-2018 at 11:00 am** onwards
Last date for seeking clarification if any.	:	**31-12-2018 Up to 04:00 pm**
Pre-bid meeting	:	**31-12-2018 at 11:30 am**
Last date and time for bid submission/uploading of bid in e-procurement platform http://etenders.chd.nic.in	:	**10-01-2019 up to 2:00 pm**
Date and time of opening of technical bids (TECHNICAL BID)	:	The bids will be opened online by the Authorized Officers on **10-01-2019 Hrs 3:00 pm**
Date and time of opening of Financial Bids	:	Will be intimated to technically responsive bidders
Place of opening of bids and address for communication	:	**Chandigarh Transport Undertaking** O/o Director Transport cum Divisional Manager, Plot No. 701, Industrial Area Phase-1, Chandigarh

Note:

(1) In the event of the specified date of opening of bids being declared a holiday, the bids shall be opened on the next working day at the same time and venue.

(2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed to the **Director Transport cum Divisional Manager, Chandigarh Transport undertaking** in the manner described under Instructions to Bidders Section IV of Bid Documents on or before the stipulated date & time on web portal http://etenders.chd.nic.in.

SECTION -1

DISCLAIMER

This RFP is being issued by the Director Transport, U.T- cum - Divisional Manager, CTU, Chandigarh for inviting e-tenders for **"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS ALONG WITH ELECTRICAL, PLUMBING WORK AND OTHER ALLIED WORK AND EQUIPMENTS THERTO FOR CTU WORKSHOP DEPOT-III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS"** (herein after called "buses") on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Chandigarh Transport undertaking to any party hereunder. The purpose of this RFP is to provide the bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidder may require. This RFP document may not be appropriate for all the persons, and it is not possible for Chandigarh Transport Undertaking to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Chandigarh Transport Undertaking and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

Chandigarh Transport Undertaking may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement information in this RFP document, as required from time to time.

CONTENTS OF REQUEST FOR PROPOSAL (RFP) DOCUMENT

The RFP document comprises the sections as listed below and would additionally include any Addenda issued before the due date of submission of the RFP. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

S. No.	Particulars	Page No.
1	Section - 1 Disclaimer	Nil
2	Section -II Notice Inviting Tender	05
3	Section-III Definitions & Abbreviations	06-07
4	Section-IV Instructions to Bidders (ITB)	08-15
5	Section-V General Conditions of Contract (GCC)	16-26
6	Section-VI Schedule of Requirements (SOR)	27
7	Section-VII Bid Form, Annexures and other formats Annexure – 1 Performa of Deviations Annexure– 2 Performa of Deviations from Technical Specifications Annexure – 3 Performa of Submission of Bid Annexure – 4 Format of Financial Bid Annexure – 5 Performa of Bid Security Annexure – 6 Performa of Contract Agreement Annexure – 7 Affidavit Performa Annexure – 8 Performa for Performance Statement Annexure – 10 Final Acceptance Certificate Annexure --11 Letter of Bid Acceptance Annexure – 12 Affidavit Performa for non-blacklisting Annexure --13 Check List	45-61

SECTION- II NOTICE INVITING TENDER (NIT)-

CHANDIGARH TRANSPORT UNDERTAKING
(PLOT NO.701, INDUSTRIAL AREA, PHASE –I, CHANDIGARH)

E—TENDER NOTICE

E-Tenders (Online Tenders) are invited for "**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS ALONG WITH ELECTRICAL, PLUMBING WORK AND OTHER ALLIED WORK AND EQUIPMENTS THERTO FOR CTU WORKSHOP DEPOT NO-III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS"** on the terms and conditions and technical specifications as set out in the Tender documents which can be downloaded from the website http://etenders.chd.nic.in or chdctu.gov.in. The important dates with regard to tenders are as under:-

Bid Reference	:	SPA/CTU/2018/11911 Dated: 18/12/2018
Date of commencement of downloading of bid document	:	21/12/2018 at 11.00 am
Last date for seeking clarification if any.	:	31-12-2018 Upto 04:00 pm
Pre-bid meeting	:	31-12-2018 at 11:30 am
Last date and time for EMD in physical form and uploading of bid(Technical and Financial) in e- procurement platform http://etenders.chd.nic.in	:	10-01-2019 upto 02:00 pm
Date and time of opening of technical bids	:	The bids will be opened online by the Authorized Officers on 10/01/2019 Hrs 3:00 pm
Date and time of opening of Financial Bids	:	Will be intimated to technically responsive bidders
Place of opening of bids and address for communication	:	**Chandigarh Transport Undertaking** O/o Director Transport cum Divisional Manager, Plot No. 701, Industrial Area Phase-1, Chandigarh
In case of any query/clarification		The bidders can approach General Manager, Depot-I CTU Chandigarh on any working day between 9.00 AM to 5.00 PM (till the date of pre-bid meeting) in case of any clarification/query regarding e-tender (Phone No. 2679003) or mail at ctu-chd@nic.in

No tender except EMD shall be accepted in physical form.

The Director Transport, U.T. Chandigarh cum Divisional Manager, CTU Chandigarh shall have every right to cancel/withdraw/amend the advertisement or extend the due date at his sole discretion or accept or reject any tender without assigning reason.

-sd/-
Director Transport, UT-cum-
Divisional Manager, CTU
Chandigarh

SECTION III : DEFINITIONS & ABBREVIATIONS

In this RFP, the following words (s), unless repugnant to the context or meaning there of, shall have the meaning (s) assigned to them herein below:

1. **"Aims and Objectives"** To motivate the public to prefer use of public transport as a means of travelling over personal transport by providing clean buses and improve the and outlook of the buses so that buses are aesthetic, attractive as would be befitting a modern vibrant city.

2. **"Agreement"** means the document signed between the Divisional Manager, CTU-cum-Director Transport, Union Territory, Chandigarh and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the agreement, with all terms and conditions of the contract.

3. **"Bid"** means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions, thereof including the Technical Bid/proposal and Financial Bid/proposal along with all other documents forming part and in support thereof.

4. **"Bidder"** means a proprietorship firm or company incorporated in India engaged in manufacture or supply of under chassis Bus Washing Systems as per the terms, conditions, and technical specifications of the RFP document.

5. **"Bid Security"** shall have the meaning prescribed to it in Instructions to Bidders.

6. **"Bid Process"** means the process of selection of the successful bidder through Competitive bidding and includes submission of bids, scrutiny and evaluation of such bids as set forth in the RFP.

7. **"Contract"** means and includes **"Letter of Bid Acceptance", ' Notice Inviting Tender ', 'Instructions to Bidders', 'General Conditions of Contract', 'Schedule of Requirements', 'Technical Specifications', ' Price Schedule', 'Annexure'** and includes a Repeat order accepted or acted upon by the Contractor and an agreement, if executed.

8. **"Contractor" means** the successful bidder with whom the contract for work under subject is placed and shall be deemed to include the Contractor's successors (approved by the Department), representatives, heirs, executors and administrators, as the case may be, unless executed by the terms of the agreement/contract.

9. **"Deadline for Submission of Bids"** shall mean the last date and time for receipt of Bids as set-forth in the RFP or such other date/time as may be decided by Chandigarh Transport Undertaking Chandigarh in its sole discretion and notified to the bidders by dissemination of requisite information in this behalf on the Website http://etenders.chd.nic.in and/or in writing either by email or by facsimile or by registered post or through advertisement in the newspaper

10. **"Supply, Installation and Commissioning"** shall be deemed to take place only if the Machines/systems are delivered in accordance with the terms of the contract/agreement after approval by the Inspecting Officer/Committee setup by the Department.

11. **"Director Transport-cum- Divisional Manager, CTU"** means the Director Transport, Union Territory, Chandigarh and its authorized successors representatives and assignees at all times.

12. **"Effective date"** of the agreement shall mean the date on which the 'Letter of Bid Acceptance (LOBA) shall be dispatched by the Department.

13. **"CTU"** means the Chandigarh Transport Undertaking Chandigarh as is relevant in the context.

14. **"Inspecting Officer**" means the person(s) nominated by the Department for the purpose of inspection of work under the agreement and includes its / their authorized representative(s).

15. **"Inspection means"** final inspection of Under chassis Bus Washing Systems which shall be carried out at CTU, Workshop Depot No. 3, Chandigarh.

16. **"Letter of Bid Acceptance"** means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.

17. **"Department"** means Chandigarh Transport Undertaking Chandigarh or its authorized representatives

18. **"Period"** shall mean the entire term of the agreement or contract.

19. **"RFP" and** / or **RFP Document"** means this RFP document comprises the sections namely Disclaimer, Notice Inviting Tender (NIT), Definitions and Abbreviations, Instructions to Bidders (ITB), General Conditions of Contract (GCC), Schedule of Requirements (SOR), Technical Specifications, (TS), Price Schedule (PS), and Bid Forms, Annexure and other formats and any applicable schedules thereto added/modified before the freezing of the RFP.

20. **"Site"** means CTU Depot No. 3, Sector 25 Chandigarh at which work is to be executed by the Contractor under the agreement.

21. The terms **"Successful Bidder" , "Acceptable L1 Bidder"** , and / or **"Vendor"** shall mean the Bidder who qualifies the Technical bid/proposal stage and the Financial bid/Proposal stage of this **RFP** and to whom a Letter of Bid Acceptance is consequently issued by "**Director Transport, UT-cum- Divisional Manager, CTU", Chandigarh.**

22. **"Works"** means all the works specified or set forth and required in and by the said 'Technical Specifications', 'General Conditions of Contract', 'Drawings' and 'Schedule of Requirements', 'Bid Forms, Annexure and other Formats' annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instruction and drawings (being in conformity with the said original Specification (s), Drawing (s) and 'Schedule of Requirements) and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby Contracted for, be supplied by the Department.

23. Any other term (s), not defined herein above but defined elsewhere in this RFP shall have the meanings(s) prescribed to such terms(s) therein and shall be deemed to have been included in this section.

24. "**CMC**" means Comprehensive Maintenance Contract by the Contractor mean and include the responsibility of the Contractor to make available both under chassis bus washing systems in running/operation round the clock as per the provisions of the Contract.

SECTION IV: INSTRUCTIONS TO BIDDERS (ITB)-

1. GENERAL

1.1 CTU (hereinafter referred to also as the Department), **invites Online tender** in Two Bid System for **Supply, Installation, Testing and Commissioning of 02 nos. Under chassis bus washing systems under chassis bus washing systems along with civil work and other allied work and equipment thereto for CTU workshop Depot-III, sector-25, Chandigarh with comprehensive maintenance contract of 5 years** as per "Schedule of Requirement" and "Technical specifications" from proprietorship firm or company incorporated in India engaged in manufacturing or supplying of Under chassis bus washing systems and who has submitted the bid fulfilling the requirement as laid down in this RFP document.

1.2 Complete bid in the prescribed format should be submitted online on or before the time and date fixed for submission of bid. The Price Bid in physical form will not be entertained.

1.3 Traders, Agents, Brokers and middlemen are not eligible for participation in the bid in any way.

2. ELIGIBILITY CRITERIA-

2.1 Technical Qualification (Documentary proof to be attached):-

i) The Bidder must be well established and must have supplied and Installed 02 nos. of machines to any STU in last three years either in single or multiple orders ending on 31.03.2018. (In case of Authorized distributor/dealer/supplier, they must have manufacturer authorization certificate from manufacturer which should be attached along with the technical bid)

2.2 Financial Qualification:-

i) The bidder should have a minimum average annual turnover of Rs 10 Lac for last 3 years duly certified by the Chartered Accountant, for the financial years of 2015-16, 2016-17 and 2017-18. The bidder should submit Income Tax returns and Audited Balance Sheets duly signed for the relevant three financial years.

ii) The net worth of Bidder should be more than Rs.10 Lac for the financial year 2017-18, to be certified by the Chartered Accountant in practice or Company Secretary in practice based on audited financial statement.

2.3 Black Listing and Non-Performance:-

i) The bidder should have not been blacklisted from Central/UT/State Government/Organization/Boards/Corporation for corrupt or fraudulent or non-delivery or non-performance in last 3 years and in case of any dispute with any STU/corporation; the same should be attached along with technical bid. An Undertaking as per Annexure-12 should be submitted in this regard.

ii) There should not be any criminal proceeding pending against the bidder or any of its director's anywhere in India and there are no dues/outstanding of any of the Central/UT/State Government/Organization/Boards/Corporation and statement in this regard has to be given on an undertaking as per Annexure -12 of this RFP document.

2.4 In addition to the above, the Bidder, if required by the Department, shall promptly furnish further information regarding his capacity / capability, and he should extend all possible cooperation to the representatives of the Department for assessing his capacity / capability during the actual visit to his works /office.

2.5 The technical experience and financial capabilities of any other Group Company, parent/holding company or subsidiary company of any Bidder not part of JV or Consortium shall not be considered for evaluation.

NOTE:- Supporting documents w.r.t. all the above shall have to be provided with Technical bid documents.

3. COST OF DOCUMENT

The RFP documents can be downloaded from the CTU-Chandigarh, official website: chdctu.gov.in or http://etenders.chd.nic.in. There is no bid processing fee to participate in the tender.

4. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of bid and the Department will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. PRE-BID CONFERENCE

5.1 A pre–bid conference will be held at office of Director Transport, U.T. Chandigarh cum Divisional Manager, Chandigarh Transport Undertaking Plot no. 701 Industrial Area Phase-I, Chandigarh with the prospective bidders at the stipulated date and time as given under clause no 6, for the purpose of holding technical & financial/ commercial discussions and providing clarifications by the Department. The queries, if any, from the Bidders in respect of RFP document should reach the Department before the stipulated date and time as given under clause no 6**.** In the pre- bid conference, clarifications pertaining to technical, financial commercial and other issues including designs, parameters / standards and specifications that may be required by the prospective Bidders will be provided.

5.2 Any verbal suggestion / proposal of variations / deviations / additions in the RFP - document made during the pre -bid conference should also be given in writing to the Department before the stipulated date and time as given under clause no 6 to keep the same in record and reference without which Department will not be liable to entertain the same.

5.3 The Department may clarify or even revise on variations/deviations, alternative proposals, which ensure equal or higher quality / performance to the Technical specifications during pre-bid conference. The decision of the Department in this regard shall be final.

5.4 After incorporating the amendments acceptable to the Department, the addendum to the RFP – Document will be uploaded on CTU website www.chdctu.gov.in, https://etenders.chd.nic.in.

5.5 Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder. However, the terms and conditions of the addendum(s) will be legally binding on all the bidders irrespective of their attendance at the pre-bid conference.

6. IMPORTANT DATES

Date of commencement of downloading of bid document	:	21-12-2018 at 11:00 am onwards
Last date for seeking clarification if any.	:	31-12-2018 upto 04:00 pm
Date of Pre-bid meeting	:	31-12- 2018 at 11:30 am

Last date and time for bid submission/uploading of bid in e-procurement platform http://etenders.chd.nic.in and receipt of EMD in Physical Form	:	10-01-2019 upto 2:00 pm
Date and time of opening of technical bids (TECHNICAL BID)	:	The bids will be opened online by the Authorized Officers on 10-01-2019 at 3:00 pm
Date and time of opening of Financial Bids	:	Will be intimated to technically responsive bidders.

7. EXAMINATION OF RFP BY BIDDER

The bidder is required to examine carefully all the contents/pros & cons of the RFP document including instructions, conditions, forms, terms, specifications, draft contract agreement and take them fully into account before submitting the bid. Failure to comply with the requirement(s) of RFP document will be at the bidder's own risk & responsibility.

8. LANGUAGE OF BID:

The bid prepared by the Bidder, as well as all correspondences and documents relating to the bid, exchanged by the Bidder and the Department shall be written in English.

9. COMPLIANCE WITH TECHNICAL SPECIFICATIONS:-

The bus washing machines required against this bid shall conform to the Technical Specifications of the RFP Document. Bidder has to clarify in the each parameter of the specifications about its product, whether the offered model / product is meeting out the requisite specifications or not. If not meeting out the requisite specifications, the bidder has to indicate their specification of that parameter.

10. VARIATIONS/ DEVIATIONS

10.1 The Bidder shall have to indicate the deviation, if any, from the 'Instructions to Bidders,' General Conditions of Contract' and 'Schedule of requirements' of the Bid Document in the prescribed Performa **(Annexure- 1).**

10.2 The Bidder shall also have to indicate the deviation, if any, from the "Technical Specifications of the RFP document **(Annexure- 2).**

10.3 The bids / offers not meeting out the prescribed specification, terms and conditions of RFP documents are liable for rejection except where specifications are of better standards or do not materially affect the performance of the contract. The decision of the Department in this regard, shall be final and binding.

11. DOCUMENTS ESTABLIHSING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

11.1 The bidders shall along with the bid provide satisfactory evidence acceptable to the Department as given below in addition to that defined under Technical qualification Criteria**:**

a. Copy of Certificate of Incorporation of the firm/company.

b. The bidder has to attach Purchase Orders (Award of Contract) and Performance certificate in support of Eligibility criteria under Para 2.1(i) above.

c. Audited Annual Reports to be attached for the average annual turnover as per Eligibility criteria under para 2.2(i) above for the years 2015-16, 2016-2017 and 2017-18.

d. The bidder has to attach CA certified copy in support para 2.2(ii) above.

e. The bidder must have valid GST registration number/other registrations; the documentary proof is required for the same.

f. Affidavit duly Notarized that the firm has not been black listed as per prescribed format. (**Annexure-'12')**

g. Power of Attorney/Authorization in favor of person signing the document.

h. Copies of PAN Card.

i. The bidder shall also enclose a copy of this RFP document along with draft contract agreement duly signed as a token of acceptance of the terms and conditions of the tender and agreement.

j. The bidder (in case of authorized distributor/dealer/supplier) must attach manufacturer authorization certificate.

k. Any other information bidder wishes to furnish.

11.2 In addition to the above, the Bidder, if required by the Department, shall promptly furnish further Information regarding his capacity/capability, and he would extend all cooperation to the representatives of the Department for assessing his capacity /capability by actual visit to his works/office**.**

12. DOCUMENTS / ITEMS COMPRISING THE BID

12.1 The proposal shall be submitted by the Bidder online in two Bids viz. Technical Bid and Financial Bid.

(i) Technical bid shall be uploaded in as per terms & conditions of RFP, Bid Security / EMD and all other documents as well as technical and commercial information required in accordance with the RFP document.

(ii) Financial Bid shall consist of only Price Schedule and be uploaded only in the prescribed e-formats on e-portal http://etenders.chd.nic.in. (**Annexure – '4')**

13. BID SECURITY / EARNEST MONEY DEPOSIT (EMD) –

13.1 The Bidder shall deposit Bid security (hereinafter also referred to as Earnest Money Deposit" (EMD) of Rs.25,000/- (Rupees Twenty five thousand only), w.r.t. bid for work under subject as part of his Bid. The bid security shall be sealed in an envelope **super scribed "Earnest Money Deposit for Bid due on (as per date mentioned under clause 6) for SITC of under chassis bus washing System/machines with CMC and to be deposited physically before the due date and time of submission of bid. The Earnest Money Deposit (EMD) should have validity period of at least 180 days beyond the last date of technical bid in the form of "Account payee Demand Draft'' or Bank Guarantee drawn in favour of Director Transport, UT – cum- Divisional Manager, Chandigarh Transport Undertaking, Chandigarh payable/en-cashable at Chandigarh** of any nationalized / Scheduled / Commercial Bank, operating in India. (**Annexure - '5'**)

13.2 Any Bid not received physically with valid Bid Security / EMD in the acceptable form on or before the closing date of bid mentioned in the e-Tender Notice will be liable to be rejected by the Department considering it as non- responsive.

13.3 No interest will be payable by the Department on the bid security.

13.4 The Bid Security is liable to be forfeited if the Bidder withdraws amends, impairs, or derogates from the bid in any respect within the period of validity of its bid. The decision of Department in this respect shall be final and binding.

14. DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDERS(S)

14.1 The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity period and / or within 30 days from the date of signing the agreement with the successful bidder, whichever is later.

15. DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)

15.1 The bid security of the Successful Bidder(s) shall be discharged only after the Successful Bidder(s) furnishes the Contract Performance Security as required.
15.2 If the successful Bidder(s) fails to furnish the Contract Performance Security within the requisite period as specified in the 'General Conditions of Contract', then the Bid Security shall be liable to be forfeited by the Department, in addition to any other actions as per terms and conditions stipulated in the RFP Document.

16. PRICE BASIS

16.1 Financial bid/proposal should be uploaded online only.

16.2 The price as per BoQ should be quoted including transportation charges, training to CTU staff, electrical, plumbing work and equipment as per requirement at site and drawings and technical specification (attached at Annexure 14), but excluding GST in the prescribed format as per Annexure-4.

16.3 The Bidders must conform to the delivery period as specified in General Conditions of Contract and Schedule of Requirements.

18. BID VALIDITY

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

18.2 In exceptional circumstances prior to expiry of the original bid validity period, the Department may request the Bidder for extension in the period of validity. A Bidder may refuse the request without becoming liable for forfeiture of EMD. However this bid may be rejected by the Department on such refusal. Moreover, the bidder agreeing to the request will not be permitted to modify his Bid.

19. FORMAT AND SIGNING OF BID

19.1 Each page of the bid/bids must be numbered at the right hand top corner and an authorized person should sign and put company's seal on each page of the bid documents.

19.2 The bid/bids shall contain no interlineations, or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the bid.

20. TWO BID SYSTEM

20.1 Bidders shall have to submit bid online only.

(i) Technical bid shall consist of the Performa of submission of Bid with EMD, Performance Statement, technical details and all other documents as well as the technical and commercial information required in accordance with the RFP document. The documents to be provided in Technical bid are listed out under Clause 11 of ITB, for reference.

(ii) Financial Bid shall contain only the price schedule in the prescribed format, as per **Annexure – '4'**, of the RFP document.

21. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder has the discretion to modify or withdraw his bid after submission but

before the last date and time fixed for submission of the bids.

22. BID OPENING

The committee constituted by the Department will open Technical Bids uploaded on e-procurement platform at the stipulated place, date and time as given under clause no 6 in the presence of the bidders or representatives who may wish to be present. The Bidders' representatives who are present shall produce authorization letter and shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared holiday for the Department, the bids shall be opened at the same time and location on the next working day.

23. CLARIFICATION OF BIDS

23.1 To assist in the examination, evaluation and comparison of Bids, the Department may, if necessary, ask the Bidders individually for clarification of their bids including break-up of prices.

23.2 The Department reserves the right to inspect / visit the premises where the bidder has supplied under chassis bus washing system/machines to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of the bids. The feedback so obtained on visiting the premises and operating Institutions will also play vital role in accepting / rejecting the technical bid of individual bidder. The decision of the Department in this respect shall be final and binding on the bidder.

24. DETERMINATION OF RESPONSIVENESS:-

24.1 The Department will determine whether each bid is responsive to the requirements of the bid documents.

24.2 A responsive bid is one which conforms to all the terms & conditions and specifications of the Bid Documents without any material deviation or reservation. The bidder shall have to clearly specify the deviation, if any in the formats given at **Annexures- '1 & 2'.** "Deviation" may include exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A material deviation or reservation is one which affects in any way the scope, quality, performance or administration of the contract by the Bidder, or which limits in any way, inconsistent with the Bid Documents the purchase rights or the Bidder's obligations under the contract, and the rectification of which would affect unfairly the competitive position of other Bidders presenting responsive Bids at reasonable prices.

24.3 If a Bid is not responsive to the requirements of the Bid Documents it will be liable to be rejected by the Department. The decision of the Department in this respect will be final and binding on the bidder.

25. EVALUATION AND COMPARISON OF BIDS

25.1 The Department will evaluate and compare only those Bids determined to be responsive to the requirements of the Bid Document.

25.2 .The evaluation shall be done based on the Net Present Value (NPV) concept for the entire contract period. Discount rate of NPV will be 7.5% per annum.

26. AWARD OF CONTRACT: AWARD CRITERIA

The Tender shall be awarded to the tenderer, who quote the Lowest rate in the Financial Bid, provided he fulfils all other terms and conditions of the tender documents**.**

27. DEPARTMENT RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Department reserves the right to accept or reject any Bid, and to annul the Bid

Process and reject all Bids without assigning any reason.

28. NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity, the Department will notify the successful Bidder through Mail /E-mail to confirm in writing by Registered/Speed Post as well Online that his Bid has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'Letter of Bid Acceptance') shall have in detail the sum which the Department will pay to the Contractor. (Format of the Letter of Bid Acceptance- **ANNEXURE –'11'**)

29. SIGNING AND ACCEPTANCE OF 'LETTER OF BID ACCEPTANCE'

29.1 Upon receipt of the **'Letter of Bid Acceptance'**, the successful Bidder shall return two copies of the Letter of Bid Acceptance duly signed and stamped by his authorized signatory within seven days from the date of receipt of Letter of Bid Acceptance. However, the Contract shall be deemed to be commenced on the date of dispatch of the 'Letter of Bid Acceptance' by the Department.

29.2 Upon return of '**Letter of Bid Acceptance'** from the successful Bidder, Contract in accordance with the form of agreement prescribed with the RFP Document, shall have to be signed by both the parties **(Annexure – '6')** within next 15 days. The successful Bidder shall get the correct amount of Stamp Duty adjudicated in accordance with the applicable law, and submit the same in two copies duly stamped and executed within thirty days from the dispatch of ' letter of Bid Acceptance'. The Department will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder. In addition the successful bidder shall be required to furnish performance security within 30 days from the date of dispatch of the Letter of Bid Acceptance for the amount as may be indicated separately.

29.3 At the time of signing the Contract, the successful Bidder shall be required to give an undertaking in the form of Affidavit on Non-judicial Stamp Paper of appropriate value Notarized conformity with the requirement **(Annexure-'7').**

30. CORRUPT PRACTICES

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard to ethics during the procurement and execution of the Contract. In case of any violation, the Bidder will render himself liable to be blacklisted.

SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

1. INTERRPRETATIONS

In the contract, unless the context otherwise requires:

1.1 Words in the singular include the plural and vice-versa.

1.2 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company, or association, or body of individuals, whether incorporated or not.

1.3 The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.

1.4 Terms and expression not herein defined shall have the meanings assigned to them in the Indian sale of Goods Act,1930 (as amended)or the Indian Contract Act, 1872 (as amended) or the General Clauses Act,1897 (as amended) as the case may be.

1.5 Whenever Date & Period are specified in the RFP Document for completing some formalities/ tasks/ documentations etc. the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by the Department, even if mentioned otherwise anywhere else.

2. PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

2.1 The parties to the contract are the Contractor and the Department, as defined in RFP Document.

2.2 A person signing the bid or any other document in respect of the contract on behalf of the Contractor/Bidder without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor/Bidder to fulfill his obligations as mentioned in such bid or document. If it is discovered at any time that the person so signing has no authority to do so, the Department may, without prejudice to any other right or remedy of the Department, cancel the contract and make or authorize the making of a hiring of buses at the risk and cost of such Bidder and hold such bidder liable to the Department for all costs and damages arising from the cancellation of the contract including any loss which the Department may sustain on account of such hiring.

2.3 Any approval that may be given by the Department or Inspecting Officer on behalf of Department shall only be deemed to be the approval in principle. Notwithstanding such approval, the Contractor/Bidder shall be fully and totally responsible for the satisfactory performance and compliance with contract specifications.

2.4 In case of any inter-se conflict between any provisions / stipulations in the Bid Document or in the Contract Document, the decision of the Department for interpretation / application would be final and binding.

2.5 The Contractor/Bidder shall be absolutely liable for supply Installation Testing Commissioning (complete job) of under chassis bus washing systems/machines as specified in this RFP. It shall not be open to the Contractor/Bidder to contend at a later stage that a particular change/deviation in the technical parameters is not compatible with the overall design of the system/machine or affects performance during operation. Any losses, whatsoever, which are occasioned on account of the design / technical failure during operation, shall be borne by the Contractor/Bidder.

3. CONTRACT

3.1 The contract shall be for Supply Installation, Testing and Commissioning of 2 nos Under chassis bus washing systems/machines with electrical, plumbing work and other allied work and required equipments (as per site requirement) thereto along with Comprehensive

Maintenance for the period of 5 years of the description, specifications and drawings and in the quantities set forth in the contract. The work carried out should be of the best quality and workmanship to the satisfaction of the Inspecting Officer and Purchaser.

3.2 The whole contract is to be executed in the approved, substantial and workman like manner, to the entire satisfaction of the Purchaser. Purchaser shall have full power, at every stage of progress, to inspect the work being carried out at any times as he may deem fit and to advise for rectifications, if any and even to reject any of the work, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive. **(Annexure 6)**

4. PERFORMANCE SECURITY

4.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a Bank Guarantee in the Performa prescribed in the RFP document within 30 days from the date of dispatch of the **'Letter of Bid Acceptance',** for an amount equivalent to 10%(Ten) of contract value in Indian Rupees valid till the expiry of contract period and extra 90 days (i.e. delivery period plus 5 years and 90 days).

4.2 In case of delay in submission of performance security the Department shall, without prejudice to other remedies under the contract, levy/deduct penalty as per penalty clauses out of the EMD for delay of each week or part thereof up to 45 days. In case of non-submission of the performance security within 45 days, the entire amount of EMD may stand forfeited and Letter of Bid Acceptance stand cancelled.

4.3 In case of delay in delivery of system or extension of contract by one more year the validity of the performance security will be increased accordingly to accommodate delay period or extension period as the case may be.

4.4 The Department shall be entitled and it shall be lawful on its part to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Contractor/Bidder in the fulfillment or performance in any manner whatsoever of the contract under reference or any other contract with the Department or any part thereof to the satisfaction of the Department.

5. LIQUIDATED DAMAGES

5.1 Liquidated damages—If the Successful bidder fails to Supply, Install, Test, Commissioning of under chassis Bus Washing system/machines including completion of electrical, plumbing works and required equipment/components (as per site requirement) in the period as mentioned under para 8 below, the penalty as per penalty clauses will be recovered for such delay days. In case of delay in delivery period for more that beyond 50 days, the Department will be at the liberty to cancel the agreement and forfeit the performance security.

6. TERMINATION FOR DEFAULT

6.1 The Department may, without prejudice to any other remedy for any breach of any terms /condition of the contract, by written notice of default of **30 days** sent to the Contractor/Bidder, terminate the contract in whole or in part:

a. If the Contractor/Bidder fails to deliver any or all of the buses or fails to commission the same within the delivery schedule (s) or operate the bus as specified in the contract, or any extension thereof granted by the Department.

b. If the Contractor/Bidder fails to perform any other obligation (s) under the contract.

c. The firm / Bidder will liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009 Dated 27.02.2009 in the following types of situations:-

i) Dishonest/fraudulent/sharp practices are indulged in by the party/ Bidder.

ii) Advancing a claim on the basis of forged documents.

iii) Sale or supply of spurious items and compromising public safety.

iv) Engaging in activities tantamounting to conflict of interest

v) Material concealment/suppression of facts or gross misrepresentation of facts.

vi) Any other case or situation involving national security.

7. FORCE MAJEURE

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

7.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.

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

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

7.5 If such inability on account of force majeure to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

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

8. DELIVERY

8.1 If the Contractor fails to Supply, Install, Test, Commission systems including completion of electrical, plumbing work and required equipment within contracted delivery period of 30 days, the Department shall take actions as per Clause 5 of General Conditions of Contract.

8.2 The Contractor/Bidder shall allow reasonable facilities and the free access to his works and records to the Inspecting Officer or such other Officer as may be nominated by the Department for the purpose of ascertaining the progress of the deliveries under the contract.

8.3 A failure or delay by the Contractor/Bidder in the performance of his obligations for Supply, Install, Test, Commission Systems including completion of Electrical, Plumbing work and required equipment (complete job), the Department at its discretion may take any one or all of the following actions :

a) Terminate the Contract for unsupplied quantity, and/or

b) Forfeit the Performance Guarantee: and/or
c) Extend the delivery period for the unsupplied/non-commissioned quantity with imposition of pre estimated liquidated damages.

8.8 If at any time during performance of the Contract, the Contractor/Bidder should encounter conditions beyond his control impeding timely Supply, Install, Test, Commission system/machines including completion of electrical, plumbing works and equipments (complete job as per site requirement), the Contractor/Bidder shall promptly notify the Department in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Department may evaluate the situation and may, at his discretion, extend the Contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. The extension so granted if any, shall not levy any penalty as specified in the aforesaid clauses. .

9. LAWS GOVERNING THE CONTRACT

Irrespective of the place of delivery, area of operation and the place of payment under the contract, the contract shall be deemed to have been made in Chandigarh from where the 'Letter of Bid Acceptance' of the bid has been issued and where the contract is to be performed.

10. SETTLEMENT OF DISPUTE AND ARBITRATION-

10.1 Amicable Resolution

(a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such the same shall be resolved in accordance with the procedure set forth in **sub-clause (b)** below.

(b) Either Party may require the Dispute to be referred to Transport Secretary, Union Territory, Chandigarh for amicable settlement. Upon such reference, both the Parties and the Transport Secretary or his nominee (who can be an employee of Chandigarh UT dealing with the Contract or otherwise) shall meet at the earliest mutual convenient and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

10.2 Arbitration-

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by referenced to arbitration and such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

(b) **Place of Arbitration**
The place of arbitration shall be Chandigarh.

(c) **Language**

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

(d) **Enforcement of Award**
Any decision or award resulting from arbitration shall be final and binding upon the Parties. The parties hereto hereby waive, to the extent permitted by Law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties here to agree

that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(e) **Fees and Expenses**

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

(f) **Performance during Arbitration**

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

11. SECRECY

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

11.2 Any breach of the aforesaid conditions shall entitle the Department to cancel the contract at the risk and cost of the Contractor/Bidder, as applicable.

12. INSPECTION OF SYSTEMS/MACHINES

Department or representative(s) authorized by the Department shall carry out inspection of Under chassis bus washing systems on receipt at place of delivery i. e . CTU, Workshop Depot No.3, Sector-25, Chandigarh.

For any Deficiency noted by the Department, the successful bidder shall initiate immediate remedial actions for the same as advised by the Department. The Department or Representative of t h e Department shall not be entitled to suggest changes or modifications which are not part of the mutually agreed bus specifications.

13. REMOVAL OF REJECTED BUSES

On rejection of system/Machines, during the inspection or assessment of performance during testing and commissioning the under chassis bus wash system shall be removed by the Contractor/Bidder at his own cost within two weeks from the date of intimation of such rejection.

14. PAYMENT TERMS

14.1 . The payment will be made to the successful bidder as follows (As per satisfaction/Inspection report of Committee so constituted):-

Against Supply and Installation	:-	75% of Capex cost
Against Testing and Commissioning	:-	25% of Capex Cost

14.2 For getting the CMC payment, the successful bidder/contractor will submit the bills on 7th day of every next year. On receipt of the bill the Department will release payment to the successful bidder/contractor subject to recoveries if any within 30 days positively.

15. Conflict of Interest

A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the appropriate EMD or Performance Security, as the case may be, payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without

prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process as well as the operation of the routes, if:

(i) A constituent of such Bidder is also a constituent of another Bidder; or

(ii) Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or

(iii) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(iv) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party /parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or

(v) Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

16. Indemnity

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

17. Comprehensive Maintenance Contract

The successful bidder is liable to maintain the complete system in functioning condition at all time i.e. 24 hrs x 7 days round the clock till completion of CMC period. The successful bidder shall attend call of the department for any type of repair/defect/malfunctioning during CMC period immediately without any charges in this regard. In case of failure (minor repair) to do so within 24 hours, a penalty as per penalty clauses (beyond 24 hrs from the time of complaint up to 3 days) shall be imposed. In case of replacement of parts requires (motor repair), time limit is seven days beyond 24 hours from the time of complaint, otherwise the penalty as per penalty clauses will be imposed. If successful bidder will not rectify the said defect within 4 days from the time of complaint or if repetition of such defects will occur more than three times in a month without proper justification then CTU will be at liberty to cancel the contract and forfeit performance security. All the spare parts or any other part for functioning of the system of the automatic bus washing machine and for the reasons whatsoever is in the scope of the bidder.

18. <u>PENALTY.</u>

S.No.	Description	Penalty /Other Actions
1	Delay in submission of performance security up to 45 days.	Rs. 2,000/- per day
2	In case of delay in Supply, Install, Test, Commission of systems/Machines	Rs. 500/- per day

3	In case of delay in repair of system for minor repair	Rs. 500/- per day
4	In case of delay in repair of system for major repair (i.e. if requires replacement of Spare part)	Rs.1000/- per day

5. If successful bidder will not rectify the said defect within 4 days or 7 days (major repair or minor repair respectively) even after imposing of penalty or if repetition of such defects will occur more than three times in a month without proper justification then CTU will be at liberty to cancel the contract and forfeit performance security.

ANNEXURE-'A'

TECHNICAL SPECIFICATIONS AND DETAIL OF ITEMS/EQUIPMENTS FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNDER CHASSIS BUS WASHING SYSTEM AT CTU, WORKSHOP, DEPOT NO.III, SECTOR-25, CHANDIGARH IS AS UNDER:-

1. 5 Line spray jet assembles consisting of 25 Nozzles.
2. Heavy duty M.S. chequered flooring painted for corrosion free.
3. Stainless Steels Nozzles.
4. Red Eye activation sensors for auto start of system.
5. Standard make water pump.
6. Operation process- Fixed type low pressure nozzle jet under body wash.
7. Machine structure Dimension: Galvanized structure.
8. Width:- 6.5 Ft.
9. Length:- 6.5 Ft.
10. Power required:- 3phase 440VAC 50 Hz
11. Electrical Protection-MCB
12. Controlling System- Operator Control Panal.
13. Nos. of Nozzles- 25
14. Each spray assembly should be connected separately to a centrifugal pump of 3 HP having a pressure upto 2 bar.
15. The system should start functioning automatically as the vehicle/bus enter and it will automatically stop as per the time set in the control penal. It should have manual operation also.
16. Any other items/equipment as required for smooth operation of the whole system.

SECTION VI: SCHEDULE OF REQUIREMNTS (SOR)

Item No.	Description of Work	Quantity	Time Period	Department	Earnest Money Deposit (EMD)
1.	**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS/ MACHINES ALONG WITH ELECTRICAL, PLUMBING WORKS AND OTHER ALLIED WORK AND EQUIPMENTS (as per site requirement) THERTO FOR CTU WORKSHOP DEPOT NO-III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS**	**2 Nos.**	30 days from the date of issue of Letter of Bid Acceptance	Director Transport, UT-cum-Divisional Manager, CTU, Chandigarh	Indian Rupees: 25,000/-.

NOTES:-

1. Bid shall be submitted online in two bids system (except EMD) to be submitted physically on or before last date and time for uploading of tender) and Bid shall be complete in all respects.

2. Attention of the bidders is invited to the Instructions to Bidders regarding deposit of earnest money/bid security. Any bid not accompanied with earnest money in one of the approved modes shall be out rightly rejected.

3. Bidders shall quote the price as per RFP document.

4. The bidders shall quote on the basis of “Instructions To Bidders”, “General Conditions of Contract” and “Schedule of Requirements” given in the RFP document. The deviation in the commercial terms, if any, should be clearly brought out in the deviation statement.

5. The bidders shall quote as per the technical specifications complete in all respect. The deviations in the technical specifications, if any should be clearly brought out in the deviation statement.

6. In case, the last date of bid submission/opening falls on a gazetted holiday or the said date is subsequently declared a holiday after the date of publication of RFP/tender document, the last date for opening of the bids shall be the next working day at the appointed time.

7. Bids from traders, agents, brokers and middlemen will not be accepted.

SECTION VII I **BID FORM, ANNEXURES AND OTHER FORMATS**

ANNEXURE- 1

PROFORMA FOR STATEMENT OF DEVIATIONS

(FROM TERMS & CONDITIONS STIPULATED IN INSTRUCTIONS TO BIDDERS, GENERAL, CONDITIONS OF CONTRACT & SCHEDULE OF REQUIREMENT)

Bid No._____ Date of Opening:

_____

The following are the particulars of deviations from the Terms & Conditions stipulated in instructions to Bidders, General Conditions of Contract & Schedule of Requirements of the RFP Document.

CLAUSE DEVIATION REMARKS (including justification)

We accept all the Clauses of Instructions to Bidders, General Conditions of Contract & Schedule of Requirements of the RFP Document except the above mentioned Deviations.

_____

(Signatures and Seal of the Bidder)

NOTE: Where there is No Deviation, the statement should be returned duly signed with an endorsement indicating "**No Deviations".**

ANNEXURE – 2

PROFORMA FOR STATEMENT OF DEVIATIONS (FROM TECHNICAL SPECIFICATIONS)

Bid No._____ Date of Opening:

_____

The following are the particulars of deviations from the requirements of the Technical Specifications.

CLAUSE DEVIATION REMARKS (inclusive justification)

We accept all the Clauses of Technical Specifications of the RFP Document except the above mentioned Deviations.

Signatures and Seal of the Bidder

NOTE: Where there is No Deviation, the statement should be returned duly signed with an endorsement indicating "**No Deviations".**

ANNEXURE – 3

PROFORMA FOR SUBMISSION OF BID

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

Bid No._____ Date of Opening:

To

The Divisional Manager, CTU &
Director Transport, UT,
Chandigarh.

1. Having examined the 'Instructions to Bidders' 'General Conditions of Contract', 'Technical Specifications', 'Schedule of Requirements' and the Proformas /Annexures for the above Bid, we the undersigned offer to supply buses for "**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS ALONG WITH ELECTRICAL, PLUMBING WORK, OTHER ALLIED WORK AND EQUIPMENTS (complete job as per site requirement) THERTO FOR CTU WORKSHOP DEPOT-III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS"** and guarantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in Financial Bid submitted separately. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are as per terms and conditions laid down in this RFP .

2. We undertake, if our Bid is accepted, we shall commence the work as per delivery schedule offered by us to complete the Supply, Testing and Commissioning of the under chassis bus washing System as per the Delivery Schedules and to guarantee satisfactory operation of the machines/fulfill our obligations for the period as per RFP Document.

3. If our Bid is accepted we will furnish a Bank Guarantee for Performance as Security for the due performance of the Contract.

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

5. We agree to abide by this Bid for a minimum period of 180 days from the date of technical bid opening and it shall be remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.

6. We agree to Clause of 'General Conditions of Contract' regarding increase or decrease in number of buses ordered.

7. This bid, together with any further clarification/confirmation given by us and your

written acceptance thereof, shall constitute a binding contract between us.

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

9. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same.

Dated_____day of _____2018

Signature & Name: _____ in the capacity of _____duly authorized to sign Tenders for and on behalf of

Address

Witness **Signature of Bidder**

Name _____

Address_____

ANNEXURE 4

FORMAT FOR PRICE/ FINANCIAL BID FOR 02 NOS. UNDER CHASSIS BUS WASHING SYSTEM.

Tender Inviting Authority									
Name of the work: **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS ALONG WITH ELECTRICAL, PLUMBING WORKS AND OTHER ALLIED WORK WITH EQUIPMENT (COMPLETE JOB AS PER SITE REQUIREMENT)THERTO FOR CTU WORKSHOP DEPOT -III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS**									
Contact No.									
Name of the bidder:									
DETAIL OF PRICE BID									
Sr. No	Description	Unit (For 2 System/ Machines)	Rates to quoted by the bidder (exclusive GST)	Comprehensive Maintenance Charges					NPV
1	2	3	4	1st yr	2nd yr	3rd yr	4th yr	5th yr	
1).	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS ALONG WITH ELECTRICAL, PLUMBING WORKS AND OTHER ALLIED WORK WITH EQUIPMENT (COMPLETE JOB AS PER SITE REQUIREMENT)THERTO FOR CTU WORKSHOP DEPOT -III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS.(price to be quoted exclusive of GST)	02							

It is hereby certified that we have understood the instructions to the bidders, terms & conditions given in the RFP documents and have thoroughly examined the specifications given in the documents. We are fully aware of the requirement in accordance with the terms & conditions of the RFP. We agree to abide by all the terms & conditions of the tender if the contract is awarded to us.

We hereby offer to supply, Install, Test, Commission Machines along with CMC with 5 years according to this RFP/e-Tender document & at the price quoted & agreed and to hold this offer open for acceptance for a period of 6 month from the date of opening of Financial Bid of tender.

Signature of the Bidder

Annexure-5

PROFORMA FOR EARNEST MONEY/BID SECURITY

To

The Director Transport,
UT, Chandigarh.

Bid No._____ Date of Opening _____

1. The Bidder shall furnish Bid Security (hereinafter also referred to as "Earnest Money Deposit" (EMD) of Rs.25,000/- (Rupees: Twenty five thousand only), as part of his Bid. Bid Security shall be sealed in a separate sealed envelop super scribed "EMD" for Bid due (date and time to be mentioned as per clause 6 of ITB).

2. The EMD with prescribed validity period should be in the form of "Account payee Demand Draft'' or Bank Guarantee in favour of Director Transport Union Territory –cum- Divisional Manager, CTU, Chandigarh payable / en- cashable at Chandigarh of any nationalized / Scheduled / Commercial Bank, operating in India..
3. Detail of EMD submitted
4. DD No. _____Dt. _____
5. DD Amount. Rs,25,000/-
6. Bank Name _____
7. Bank Guarantee detail (if any)_____

4. Any Bid not accompanied with valid Bid Security / EMD in the acceptable form will be liable to be rejected by the Department considering it as non-responsive.
5. No interest will be payable by the Department on the bid security in any case..
6. The Bid Security is liable to be forfeited if the Bidder withdraws amends, impairs, or derogates from the bid in any respect within the period of validity of its bid. The decision of Department in this respect shall be final and binding.

SIGNATURE OF _____AUTHORISED REPRESENTATIVE OF THE BIDDER

ANNEXURE-6

PROFORMA OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the <Date> between _____ having principle place of business at _____, hereinafter called "the Department" of the one part and M/s. _____ having its principal place of business at ..... herein after called "the Contractor" of the other part.

And now it agreed between both the parties there to as follow:-

NOW THIS AGREEMENT WITNESSETH as follows:

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

2. The following documents as well as all the terms and conditions of _____'s RFP no. _____ by & the Contractor's bid no. ..... Dated ..... shall be deemed to form and be read and constructed as part of this Agreement, viz:

   - Instructions to Bidders
   - General Conditions of Contract
   - Technical Specifications
   - Prices Schedules as submitted by Contractor/Bidder along with their Bid
   - Contractor Bid No..... dated _____
   - Letter of Bid Acceptance bearing No. _____dated ..... and terms and conditions.
   - Amendments in the Contract, if any.
   - Other conditions agreed to any documented as listed below:
   - Bid's Commercial Terms
   - Time Schedule for execution of Contract agreed by Contractor
   - Comprehensive Maintenance Contract

   Any other conditions as applicable

3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to Supply, Install, Test, Commission Under chassis bus washing systems (complete job) with Comprehensive Maintenance services for 5 years and guarantees the same to be in conformity in all respects with the provision of the Contract.

4. The Department hereby covenants to pay the Contractor in consideration of the provision of RFP and services and guarantee of the same, the Contract Price at the times and in manner prescribed by the Contract.

5. The Contractor agrees that the essence of Contract and other contractual obligation shall become effective from the date of Letter of Bid Acceptance i.e. LOBA.

The Contractor further agrees that pre estimated damages mentioned in RFP Document, are fair and genuine pre-estimate and not by way of penalty. The Contractor shall not dispute the same in future in any manner.

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

SIGNED, SEALED AND DELIVERED

By the said By the said

Name..... Name.....

On behalf of the Department On behalf of the Contractor

In the presence of In the presence of

Witness..... Witness

..... Name.....

Name .....Address.....

Address.....

ANNEXURE -7

AFFIDAVIT PROFORMA

I _____S/o_____R/o_____do hereby solemnly affirm and declare as under:-

- That deponent has entered an agreement between _____ and M/s _____ for supply of _____ vide Letter of Bid Acceptance No. _____dt. _____

- That the deponent has not given any commission to any officer/official of the Department _____ government or any other agencies against with the hiring process or indulged in any other corrupt or fraudulent practice in securing the Contract.

DEPONENT

Verification:

Verified that the contents of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Verified at _____on this _____day of _____2018.

DEPONENT

(Must be attested by Magistrate 1st class/Notarized)

ANNEXURE-8

PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____ Date of Opening_____

i) Details may be given for all types of under chassis bus washing system/machines supplied by the Bidder in past Three years.

• Details are to be furnished by the Bidder in previous three years (ending on 31st March 2018) prior to the year in which the date of opening of bid falls.

S. No.	Name of STU where machines/ system being operated	Contract No. & Date	Number of buses	Remarks If any

SIGNATURE AND SEAL OF THE BIDDER

ANNEXURE-9

PENALTY CLAUSES

S.No.	Description	Penalty /Other Actions
1	Delay in submission of performance security up to 45 days.	Rs. 2,000/- per day
2	In case of delay in Supply, Install, Test, Commission of Machines	Rs. 500/- per day
3	In case of delay in repair of machine for minor repair	Rs. 500/- per day
4	In case of delay in repair of machine for major repair (i.e. if requires replacement of Spare part)	Rs.1000/- per day

5. If successful bidder will not rectify the said defect within 4 days or 7 days (major repair or minor repair respectively) even after imposing of penalty or if repetition of such defects will occur more than three times in a month without proper justification then CTU will be at liberty to cancel the contract and forfeit performance security.

ANNEXURE -10

Final Acceptance Certificate

Ref. No. _____Dated: _____

Model of Bus

Manufacturer: _____ Place of Final Inspection:_____

Chassis No. _____ Engine No. _____

Type of Bus:_____ Date of receipt _____

The above said fully built bus have been finally accepted subject to the recoveries (to be intimated

By the Costing Section) to be made from M/s _____ against the following defect/deficiencies Carried out jointly with M/s _____

Which have not been removed/attended and the same were observed during the final inspection

S. No.	Defect/Deficiencies	Requirement as per Contract	Amount of Recovery	

Inspected by _____

SIGNED, SEALED AND DELIVERD

On behalf of Department

Singed on behalf of Contractor/

Bidder

(i) Witness ……..

(ii) Witness ……..

(i) Witness …… .

(ii) Witness …… ……

ANNEXURE -11

Format of Letter of Bid Acceptance

[To be issued by the Authority]

To:

_____

_____

Date: _____

Kind Attention: _____

Subject: Letter of Bid Acceptance for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS ALONG WITH ELECTRICAL, PLUMBING WORKS AND OTHER ALLIED WORK AND EQUIPMENTS THERTO (complete job as per site requirement) FOR CTU WORKSHOP DEPOT NO-III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS

Dear Sir,

This is to notify you, M/s _____ that your bid dated_____ submitted pursuant to Request for Proposal for Selection of a Contractor for **"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. UNDER CHASSIS BUS WASHING SYSTEMS ALONG WITH ELECTRICAL, PLUMBING WORKS AND OTHER ALLIED WORK AND EQUIPMENTS THERTO (complete job as per site requirement) FOR CTU WORKSHOP DEPOT NO-III, SECTOR-25, CHANDIGARH WITH COMPREHENISVE MAINTENANCE CONTRACT OF 5 YEARS**" (**"Contract''**) _____dated _, the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the Director Transport, UT, Chandigarh:

[details of the hiring rates along with details of the type of Bus it is applicable for]

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

1. Countersign this Letter of Award at the place indicated below to indicate your acknowledgment of the award of the contract by the Director Transport, UT, Chandigarh to you and return it to the office of Director Transport, UT, Chandigarh within a period of [_____] days from the date of this letter;
2. Submit a performance security by way of bank guarantee in favour of ''___'' for an amount of Rs. [_____] Rupees _____only) in the format specified in Annexure _____ annexed to the Contract, at the time of execution of the Contract on the date specified below.
3. You are required to send your duly authorized representative (with the proof of due authorization in the form of power of attorney or a Board Resolution) to execute the Contract (which shall be executed without any deviation from the Contract at [_____] am/pm] on [_____] at the office of Director Transport, UT, Chandigarh.

Director Transport, UT, Chandigarh looks forward to working with you on this important Project.

Divisional Manager CTU &
Director Transport,
Union Territory,
Chandigarh.

Acknowledged and Accepted by _____

_____

Name of the Authorized Person (person authorized under the Bid process and who has a Power of Attorney as required under the RFP)

Designation of the Authorized Person

Seal of the Company

Date:-

Annexure - 12

UNDERTAKING/AFFIDAVIT BY THE BIDDER ON STAMP PAPER OF Rs. 15/- DULY ATTESTED FROM THE EXECUTIVE MAGISTRATE 1st CLASS/NOTARY PUBLIC

I, Sh. _____S/o Sh. _____

working as _____ of the bidding firm, namely M/s _____ hereby solemnly affirm and declare:

1. I, the undersigned, is duly authorized to apply for this tender and give the undertaking and affidavit.
2. I, the undersigned, have read and understood the detailed terms and conditions of the tender documents as well as Tender Notice and undertake to abide by them.
3. I hereby undertake and declare that my bidding manufacturing company has not been blacklisted/ prosecuted by the Central/UT/State Government/Undertaking /Board/Corporation/ Authority/Court of Law.
4. I hereby undertake and declare that no criminal proceeding is pending against the undersigned/bidding manufacturing company anywhere in India and there are no dues/outstanding of any of the Central/UT/State Government/Organization/ Boards/Corporation against the tenderer/deponent/firm/company at the time of applying this tender.

Deponent
(Signature of the authorized person)

Annexure - 13

CHANDIGARH TRANSPORT UNDERTAKING
CHANDIGARH

IMPORTANT INSTRUCTIONS

1. All the instructions contained in the Tender documents are important and required to be complied with.

2. In addition to uploading of scanned copies of all the requisite documents online as per Tender documents, the Bidder is also required to submit EMD physically on or before the closing date of bid mentioned in the e-Tender Notice.

3. The Earnest Money Deposit of Rs.25,000/- (Rupees: Twenty five thousand only) in the shape of Account Payee Demand Draft or Bank Guarantee from any of the Scheduled/Commercial banks, drawn in favour of the "**Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh"** payable at Chandigarh. Earnest Money in any other form is not acceptable and the bid shall be liable to be treated as invalid.

4. Price Bid should be quoted in the **Electronic Formats only** i.e. the Financial Bid.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Sr. No.	Particulars	Reference page
1.	Name of the bidding manufacturer/firm and location of its office with complete address and Telephone/Email/Fax Nos. and complete details of the contact	
2.	Certificate of incorporation/registration of the bidder.	
3.	Attested copy of valid PAN/TAN and GST Nos. issued by the Competent Authority in respect of the bidder.	
4.	EMD of Rs 25,000/-(Rs: Twenty five thousand only) by way of Account Payee Demand Draft or Bank Guarantee in favour of **Director Transport, U.T. – cum – Divisional Manager, CTU, Chandigarh** payable at Chandigarh. (Annexure 5)	
5.	Signed copies of the e-Tender documents/RFP confirming bidder accepting all the terms and conditions of the tender.	
7.	An affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer/bidding firm. (Annexure 12)	
8.	Undertaking/copies of experience certificate of last five (03) years	
9.	Purchase orders (Contracts) and performance certificates for supply of System/machines in single or multiple order to any STU.	
10	Manufacturer Authorization certificate in case of Authorized distributor/ dealer/ Supplier.	
11.	Any deviation from the Instructions to Bidders, GCC and S0R (Annexure 1)	
12.	Any deviation from the Technical specifications (Annexure 2)	
13.	Statement to be certified by the Chartered Accountant in practice regarding average annual turnover of Rs.10 lacs for preceding 3 financial years and supported with audited Balance Sheets and Income Tax returns for the relevant financial years.	
14.	Net worth of more than Rs. 10 lacs to be certified by the Chartered Accountant in practice or Company Secretary in practice.	
15.	Attested copy of valid Income Tax Clearance Certificate for last three years issued by the competent authority in r/o bidder.	
16.	Any other relevant information.	