Request for Proposal (RFP) document

For

Design, manufacture, supply & commissioning of diesel fuelled Fully Built Non AC–Midi Urban Buses (650 mm) *as per Urban Bus Specifications II (UBS II) (Without Provision of Annual Maintenance Contract)*

RFP Number & date:_____

Cost of RFP document: INR 50,000/-

RFP floated by: Director Transport, UT, Chandigarh

Address :Divisional Manager, CTU & Director Transport, Union Territory, Chandigarh Plot No. 701, Industrial Area, Phase -1, Chandigarh - 160002

Phone No. 0172-2679002

Fax No. 0172-2655970

E-mail : ctu-chd@nic.in

Web- site address : http://chandigarh.gov.in

CONTENTS OF RFP DOCUMENT

The RFP document comprises of the following Parts, and would additionally include any addenda issued before due date of submission of the RFP. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

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PART A: DISCLAIMER

This RFP is being issued by Director Transport, Union Territory, Chandigarh for inviting Online tenders for Design, Manufacture, Supply and commissioning of the 90 Fully Built Diesel propelled Semi Low Floor Non AC Midi Urban Buses (650mm) conforming to BS-IV emission norms (hereinafter called "Buses") on such terms and conditions as set out in this RFP document, including but limited to the Technical Specifications as set out in part G of 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 Proposer(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information Proposers may require. This RFP document may not be appropriate for all persons, and it is not possible for Chandigarh Transport Undertaking (CTU) to consider particular needs of each Proposer. Each Proposer should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority 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.

Authority may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Authority reserves the right not to proceed with the Purchase or to change the process or procedure to be applied or authority can abort the tendering any time before the placement of supply order. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, or consortiums submitting a proposal.

PART B: NOTICE INVITING TENDER (NIT)

Authority: (Divisional Manager, CTU & Director Transport**)**

Regd. Office :-
Chandigarh Transport Undertaking , Union Territory,
Plot No. 701, Industrial Area, Phase -1,
Chandigarh -160002

Request for Proposal (RFP) for design, manufacture, supply, & commissioning of *diesel fuelled* 90 Fully Built Diesel propelled Semi Low Floor Non AC Midi Urban Buses (650mm) ***as per Urban Bus Specifications II published by MoUD, Govt. Of India for City Bus Service in Chandigarh.***

Chandigarh Transport Undertaking (CTU) intends to purchase 90 Fully Built Diesel propelled Semi Low Floor Non AC Midi Urban Buses (650mm) for City Bus service. Online Bids are invited from reputed national/International bus manufacturers possessing relevant capabilities with supporting documentary evidences as provided in the Instruction to bidder in the RFP by **21.01.2014** in favour of Director Transport, UT, Plot No. 701, Industrial Area, Phase -1, Chandigarh -160002 by 3.00 PM. The RFP Document can be downloaded from the official website of Chandigarh Administration i.e. http://chandigarh.gov.in . Pre-bid Conference shall be held on **03.01.2014** at CTU's office at 11.00 AM. The interested parties are requested to send queries if any to {email address of the concerned Official} or through FAX/Speed Post/ Courier before **02.01.2014**

Director Transport, UT, Chandigarh

PART C: RFP SUMMARY

Name of the Purchaser	Chandigarh Transport Undertaking (CTU)
Quantity and Type of Buses to be Purchased	**S. No.** **Type of Buses** **Quantity of Buses** 1 Diesel fuelled fully built Non AC Midi Urban Buses (650 mm) 90
Date of Issue of NIT	24.12.2013
Authority contact person.	Divisional Manager, C.T.U. & Director Transport, UT, Chandigarh, Plot no. 701, Industrial Area, Phase-1, Chandigarh. Fax No.: 0172-2655970 Email address: ctu-chd@nic.in
Authority and Address for seeking clarifications on RFP	Divisional Manager, C.T.U. & Director Transport, UT, Chandigarh, Plot no. 701, Industrial Area, Phase-1, Chandigarh. Fax No.: 0172-2655970 Email address: ctu-chd@nic.in
Last date for submission of queries / clarifications	02.01.2014
Date, Time and place of Pre-Proposal Conference	03.01.2014 at 11.00 Hours. (IST) Divisional Manager, C.T.U. & Director Transport, UT, Chandigarh, Plot no. 701, industrial Area, Phase-1, Chandigarh.
Last date and time for uploading of tender documents	21.01.2014 at 15.00 hrs (IST)
Date & Time of opening of Techno-commercial Proposal **Date and Time of Opening of Financial Proposal**	23.01.2014 at 15.00 Hours (IST) For opening of Financial Proposal --To be intimated later to the proposers meeting the technical eligibility and qualification criteria
Cost of RFP:	Rs. 50,000/- (In words Rs. Fifty thousand only) To be Submitted in form of Demand Draft in favour of the "Director Transport, UT, Chandigarh
Bid Security Amount / Earnest Money Deposit(EMD)	Amount of EMD shall be Rs. 55.00 lakh for Non AC Midi Urban Buses to be submitted in form of DD or of Bank Guarantee in favour of the "Director Transport, UT, Chandigarh" from Nationalised Banks or any Scheduled Banks in India, Payable at Chandigarh
Performance Security	10% of total value of the Contract to be submitted in form of Bank Guarantee in favour of the Director Transport, UT, Chandigarh from any Nationalised Bank or any Scheduled Banks in India. Payable at Chandigarh.
Qualification Criteria	Following are the qualification criteria for the bidder. 1. The average annual turnover of the Bidder shall not be less than ₹ 11 Crores for each of the preceding 3 financial years i.e. 2010-11, 2011-12 & 2012-13. 2. The Bidder must be well established and must have minimum 3 years' experience of manufacturing and supplies of buses. 3. The bidder shall have present net worth (on the last day of previous financial year) of not less than ₹ 8 crores

<table>
<tr><td>Delivery Schedule</td><td>
<table>
<tr><td>Sr. No.</td><td>Month</td><td>Stage of Delivery of buses to be completed</td></tr>
<tr><td></td><td></td><td>Non AC Midi Urban buses (650mm)</td></tr>
<tr><td>1</td><td>5th Month from the date of supply order</td><td>Delivery of Prototype</td></tr>
<tr><td>2</td><td>6th Month from the date of supply order</td><td>20% of the total order size</td></tr>
<tr><td>3</td><td>7th Month from the date of supply order</td><td>40% of the total order size</td></tr>
<tr><td>4</td><td>8th Month from the date of supply order</td><td>60% of the total order size</td></tr>
<tr><td>5</td><td>9th Month from the date of supply order</td><td>100% of the total order size</td></tr>
</table>
</td></tr>
<tr><td>Payment Terms</td><td>Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms & conditions of contract in the following manner
a) Payment for 85% of the total price of each consignment of the buses dispatched will be made within 2 weeks to the contractor on receipt of the buses by the consignee, along with relevant documents and receipt of bill along with the documents including Provisional Acceptance Certificate' (Schedule -3)
b) Balance payment 15% payment would be made within 2 weeks against 'Final Acceptance Certificate' (Schedule -4) of the buses to be issued by the consignee, subject to recoveries, if any.</td></tr>
<tr><td>Warrantee Period</td><td>Warranty Period Shall be of two years of operation of buses or up to 2,00,000 Kms whichever is earlier from the date of issuance of Final Acceptance Certificate.</td></tr>
<tr><td>Liquidated Damages</td><td>

If the contractor fails to complete the commissioning of same(buses) within the month wise milestones provided in the contracted delivery period(s) specified in the contract and if the contractor is not able to cure such default within the next millstones of the contracted delivery schedule, by supplying combined quantity the buses for both the milestones, the Authority shall, without prejudice to other remedies under the contract, levy/deduct pre estimated liquidated damages @ 0.25% per week or part thereof of the total value of the buses whose supply has been delayed (inclusive of duties & taxes) which the Supplier has failed to deliver/commission within the period fixed for delivery/commission for delay of each week or part thereof.
The amount of pre estimated liquidated damages to be charged under the contract, in terms of clauses 27 of General Conditions of Contract (GCC) shall not exceed 5 % of the total value of contract.

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PART D: DEFINITIONS AND ABBREVIATIONS

1. In this RFP, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

''Associate'' shall have the meaning ascribed thereto in Clause2.5.2(c) of ITB.

"Bidder'' means the bidder meeting the eligibility criteria in Clause2.5.2.

''Buses'' for the purpose of this RFP shall have the meaning given in Clause 1(a) of the ITB (Part E)

"Contract'' means collectively the cover agreement as provided in Part F, along with all Schedules thereto and the RFP Document.

''Contracted Delivery Schedule'' shall have the meaning specified in the Clause 2.23(b) of ITB.

''Contractor'' means the Bidder with whom the Contract is executed and shall be deemed to include Contractor's successors as approved in writing by the Authority, Representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the Contract.

''Deadline for Submission of Bids/tenders'' shall mean the last date and time for receipt of Bids as set-forth in Part III-B of this RFP under heading ''Tender processing Schedule with key Details'' or such other date/time as may be decided by Authority in its sole discretion and notified to the Bidders by dissemination of requisite information in this behalf on the Authority Website: http://etenders.chd.nic.in. and/ or in writing either by email or by facsimile or by registered post.

''Delivery of Buses'' shall be deemed to take place only if buses are delivered in accordance with the terms of the Contract/agreement, after approval by the Inspecting Officer if so provided in the Contract to C.T.U.--The Authority at its premises/site, or Where so provided, the interim Authority at its premises;

''Earnest Money Deposit/Bid Security'' shall have the meaning ascribed to it in Clause 2.4 of Instructions to Bidders (ITB).

''Effective Date'' of the Contract shall mean the date on which the 'Letter of Acceptance' (LOA) is despatched by the Authority;

''Government'' means the Chandigarh Administration or Chandigarh Transport Undertaking

''Inspecting Officer'' means the person (s), firm (s) or Organisation nominated by the Authority from time to time for the purpose of inspection of buses, work in progress, or any work under the Contract and includes its/their authorised representative(s)

''Inspections'' means as provided in the Clause 8 of GCC which forms Schedule 5 in the Part F of the RFP Document.

''Letter of Award'' (LOA) means the letter or memorandum communicating to the successful Bidder the acceptance of its Bid.

''Manufacturing Premises'' means the manufacturing works of the Contractor at which the buses shall be manufactured

''Material'' means anything used in the manufacture or fabrication of the buses

"Officer In-charge'' means the person duly authorised by the Authority to execute the Bid Process and sign correspondence and the Contract on behalf of the Authority.

''PIS'' means Passenger Information System whereby and where under passengers shall be informed, inter alia, of approaching Bus stops and other details inside the buses/on Bus stops waiting for a Bus.

''Particulars'' include – (i) Technical Specifications, (ii) Drawings (iii) ''Proprietary Mark'' or ''Brand'' meaning the mark or brand of a product which is owned by an Industrial firm (iv) Any other details governing the construction, manufacture or supply of buses as may be prescribed by the Contract

''Period'' shall mean the entire term of the agreement.

''Bid'' or ''Quote'' means the proposals submitted by the Bidder(s) in response to this RFP in accordance with provisions hereof including the Techno-Commercial proposal and Financial proposal along with all other documents forming part and in support thereof.

''Bidding Process'' means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids/tenders, scrutiny and evaluation of such Bids as set forth in the RFP.

''Bidder'' means a company/partnership/proprietary firm registered in India, engaged in the manufacture and supply of fully built buses/Bus chassis and who has submitted a proposal to the Authority in response to this RFP.

''Authority'' means Officer Incharge i.e. '' Director Transport, UT, Chandigarh'' or its authorized representatives.

"Purchase Officer" means the official signing the "Letter of Award" and includes any officer who has authority to execute relevant Contract on behalf of the Authority;

"**Authority Website**" means the website of Purchaser which, at present has the following URL http://chandigarh.gov.in

"RFP" and / or "RFP Document"/ and or tender/Bid document means this RFP document comprising of a number of Parts/sections/clauses etc. namely Disclaimer, Brief Overview, Notice Inviting Tender (NIT) and Key Details, Definitions and Abbreviations, Instructions to Proposers (ITP), General Conditions of Contract (GCC), Schedule of Requirements (SOR), Technical Specifications (TS), Techno-Commercial Evaluation Proformas (TCEP), Price Schedule (PS) and Proposal Forms, Annexures and other Formats and any applicable Schedules thereto.

"Test" means such test(s) as is/ are prescribed by the Purchaser or considered necessary by the Inspecting Officer whether performed or carried out by the Inspecting Officer or any agency acting under the direction of the Purchaser/ Inspecting Officer;

"Services" means services ancillary to the supply of the buses such as transportation and insurance etc;

"Signed" includes stamped.

"Site" means the place specified in the Contract at which any work is required to be executed by the contractor under the Contract or any other place approved by the Purchaser for the purpose;

'' Successful Bidder'' mean the Bidder to whom a Letter of Award is issued by the Authority.

"Writing" or "Written" includes matter, either in whole or in part, in manuscript, type written, lithographed, photocopied, photographed or printed form under or over signature or seal, as the case may be;

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Part.

PART E: INSTRUCTIONS TO BIDDERS (ITB)

1. INTRODUCTION

(a) Chandigarh Transport Undertaking is a State Transport Undertaking being a Govt. department, has been duly authorised by the Chandigarh Administration , Chandigarh to procure *Diesel fuelled* 90 Fully Built Diesel propelled Semi Low Floor Non AC Midi Urban Buses (650mm) conforming to BS-IV emission norms and the relevant specifications as prescribed under the Urban bus Specification-II (USB-II) by Ministry of Urban development, Government of India (hereinafter the "Buses")

(b) The Authority has now decided to undertake a competitive bidding process for selection of a contractor ('Contractor") to implement the project of design, manufacture, supply and commission of the buses on the terms & conditions specified in this RFP Document (Project).

1.2 Scope

The scope of the project will broadly include the following, and is provided in detail in the draft contract (Part F of RFP document)

(a) **Buses**: Design, manufacture, supply and commissioning of 90 Fully Built Diesel propelled Semi Low Floor Non AC Midi Urban Buses (650mm) as per Urban Bus Specification-II. All bidder should note that the Authority has the right to reduce the number of buses in accordance with **clause 33** of the General Conditions of Contract in **schedule 5 to Part F** of the RFP document.

(b) **Compliance with Technical Specifications**: The buses required against this RFP document shall conform to the Urban Bus Specification-II published by Ministry of Urban Development, Govt. of India. Technical Specifications provided in the RFP document and amendments therein, if any. The bidder shall obtain himself, at his own expense, all the latest specification required for design, manufacture, supply and commissioning of buses in accordance with contract terms. The bidder shall be required to comply with all the latest provision of the Central Motor Vehicle Rules 1989 (CMVR), Motor Vehicle Act, 1988 (MVA) and State Rules along with any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery/registration of buses with State Transport Authority, Chandigarh.

(c) **Warranty**: The Successful bidder shall ensure a warranty period of 2 years or 2,00,000 KMs whichever is earlier to ensure trouble free services and supply of components of buses.

(d) **Spares and after sales services**: The bidder shall confirm adequate availability of spare parts and After Sales Services in India for the buses offered till the life of the buses in the bid by furnishing an undertaking on their official letter head. For which the contractor /bidder will have to deposit bank Guarantee at the time of releasing of 10% performance security at the end of warranty period, valid up to the life of the buses for an amount equivalent to 2% of the total value of supply order/ Letter of Acceptance.

(e) Insurance:

(i) Transit Insurance

(aa) Transit insurance, till delivery /acceptance of buses at Chandigarh Transport Undertaking premises, shall be arranged by the successful bidder at its own cost. Successful bidder shall be responsible till the ordered quantity of all buses arrives in safe and sound condition at destination as specified by the Authority, complying with all statutory requirements. Insurance documents in original be submitted along with other bus delivery documents. Insurance charges shall be clearly indicated separately in the break-up of prices.

(bb) For the buses manufactured in India using imported aggregates, in the case of DDP destination contract, marine insurance covering transit risk up to ultimate destination in India shall be arranged and paid for by the successful bidder.

(cc) The Authority shall advise successful bidder within 30 days of arrival of buses at destination, regarding any loss/damage etc. of buses and it shall be the responsibility of successful bidder to lodge necessary claim on the carrier and /or insurer and pursue the same. The successful bidder shall, however at his own cost replace/rectify buses that are lost/damaged to the entire satisfaction of the Authority within 30 days from the date of dispatch of intimation from the Authority without waiting for settlement of the claim.

(ii) **Insurance after Delivery:** On acceptance of buses by Purchaser, Purchaser shall arrange third party insurance at its own cost. The successful bidder shall be required to arrange insurance of buses till they are delivered to and accepted by the purchaser.

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

1.3 Bidding by one or more entities forming a consortium is not permitted. Bidders representing consortiums/joint ventures are not eligible for submitting their Bid in response to this RFP Document. Furthermore, brokers, dealers and intermediaries are not permitted to submit any Bids on behalf of other entities.

1.4 Bidder shall:

(i) Offer only one model of the required type of buses.

(ii) Quote only one rate for the tendered quantity of each type/size of buses.

(iii) Offer Bid for the entire quantity of the type of buses being bid for, as mentioned in the RFP summery.

(iv) Ensure that the buses offered shall conform Urban Bus Specification-II, published by MoUD, Govt. of India.

It is clarified that bids of those bidders who offer more than one rate and/ or offer more than one model shall be rejected. Conditional offers/rates on any account shall not be accepted.

2. Instructions for Bid Submissions

2.1 Brief Description of the Bidding Process.

(a) The Authority shall adopt a single bid process with evaluation as per the RFP for selection of the successful bidder for award of the project. The bidder shall submit their bids in accordance with the RFP. The bidders need to offer bid which conforms to the draft contract provided as part of this RFP document and the Technical Specifications.

The bid submitted by each bidder will be Online only.

(b) This RFP is not transferable.

(c) The bidders, other than the successful bidder, shall be kept in reserve and may, in accordance with the process specified in clause 3 of the RFP, be invited to match the bid submitted by the successful bidder in case such successful bidder withdraws or is not selected for any reason. In the event that none of the other bidders match the bid of the successful bidder, the Authority may in its discretion, either invite fresh bids from all bidders or annul the bidding process, as the case may be.

(d) Bidders are invited to examine the project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids for the award of the project.

(e) Any queries or request for additional information concerning this RFP shall be submitted in writing by fax or through e-mail in this RFP.

Selection of contractor for buses as per UBS-II is for Chandigarh.

(f) Cost of RFP Document

The RFP documents can be downloaded from the CTU-Chandigarh, official **website:** http://etenders.chd.nic.in. The tender documents can be downloaded free of cost, however, the tender fee of Rs- 50,000/-(Rs. Fifty thousand only) (non-refundable) against the tender documents, has to be paid by the bidder in the form of Demand Draft, payable in favour of ''Director Transport, Union Territory" at Chandigarh along with the technical bid.

2.2 Schedule of bidding process

The Authority shall endeavour to adhere to the following schedule:

Sr. no.	Event Description	Date
1	Issue of RFP	24.12.2013
2	Last date of receiving Queries	02.01.2014
3	Pre-Bid Meeting	03.01.2014
4	Bid due date	21.01.2014
5	Downloading of Technical bid	23.01.2014
6	Downloading of Commercial bid	To be intimated later on
7	Letter of Award (LOA)	Tentative date 13 Feb. 2014
8	Signing of the contract	Within one month from the date of LOA

2.3 Bid Due Date

(a) The last date of uploading of the bids (''the ''bid due date'') shall be as specified in table given in the clause 2.2 above. The bid shall be valid for a period of not less than 150 (one hundred and fifty days) from the Bid due date (" Bid Validity Period'')

(b) Bids should be submitted before 15.00 hours IST on the bid due date at the address and in the manner and form as detailed in this RFP.

(c) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

2.4 Earnest Money Deposit

(a) The Bidders are required to deposit, along with the Bid, and Earnest Money Deposit of Rs. 55.00 lakh for Non AC Midi Urban Buses ("Earnest Money Deposit" or "EMD"), which shall be provided in the format of either:

(i) An account payee Demand Draft in favour of Director Transport, UT, Chandigarh payable / en-cashable at Chandigarh from any scheduled commercial bank operating in India.

OR

(ii) An irrevocable Bank Guarantee from a scheduled commercial bank licensed by RBI (hereinafter referred to as "Scheduled Bank") drawn in favour of Director Transport, UT, Chandigarh , which shall remain valid for a period of 30 days beyond the Bid Validity Period, i.e. 180 (150 days + 30 day) days (one hundred and eighty days), in the format prescribed in the RFP Document.

(b) Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.

(c) The EMD of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible and latest by 30th day of signing of the Contract by the Successful Bidder or when the Authority cancels the Bidding Process.

(d) The Successful Bidder's EMD will not be returned and shall be retained as security for the Successful Bidder to execute the Contract.

(e) The Authority shall be entitled to forfeit and appropriate the EMD *inter alia* in any of the events specified in Clause 2.4 (g) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind on EMD shall be given to any Bidder.

(f) The EMD shall be furnished in Indian Rupees only. No interest shall be payable by the Authority on the EMD.

(g) The EMD shall be forfeited and appropriated by the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

(i) If a Bidder submits a non-responsive Bid;

(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this ITB;

(b) If a bidder withdrawn its bid during the bid validity period as specified in this RFP and as extended by mutual consent of the respective bidder (s) and the Authority.

(c) In the case of Successful Bidder, if it fails within the specified time limit:-

(i) To sign and return the duplicate copy of LOA in accordance with the terms thereof;

(ii) To sign the Contract within the time specified by the Authority; or

(iii) To furnish the Performance Security within the period prescribed in the Contract; or

(iv) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

2.5 Eligibility of Bidders

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

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

Bidding by one or more entities forming a consortium is not permitted. Bidders representing consortiums/ joint ventures are not eligible for submitting their Bid in response to this RFP Document. Furthermore, brokers, dealers and intermediaries are not permitted to submit any Bids on behalf of other entities.

The Bidder must fulfil the Eligibility Criteria specified in Clause 2.5.2.

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

(A) **Technical Capacity**

(i) Bidder shall be engaged in manufacture and supply of Diesel Fuelled Internal Combustion (IC) Engine propelled Bus chassis and / or Fully-built Diesel fuelled IC Engine Propelled Buses for at least preceding three years ending on 31.03.2013.

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

(ii) The Bidder shall be required to have adequate Bus chassis manufacturing facilities and have in-house or through collaboration/sub-contracting, Bus body building facilities located in India.

In case of subcontracting of Bus body building, the Bus body builder shall have developed Bus bodies to the tune of 60% of the total quantity of Buses for which proposals are invited under this RFP in any one of the last three financial years preceding the Bid Due Date.

Bidder shall attach Certificate from Directorate /Commissioner of Factories / Sub Contracting Agreement other supporting evidences establishing such eligibility of the Bidder, along with its Bid.

Such evidence will be required to be provided by the Successful Bidder / Contractor before the approval of the prototype, for approval by the Authority, though without any recourse to the Authority for responsibility regarding the choice of such Bus body builder agency.

Additionally such Bus body builder shall possess Bus body builder Accreditation Certificate issued by agencies approved under the Central Motor Vehicle Rules **("CMVR")**.

(iii) Bids by Bidders blacklisted by any Government department, PSU or Government Company are not eligible. In this regard, a Self Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure 7.

(B) **Financial Capacity**

(i) The Bidder shall have minimum average annual turnover as specified in the RFP Summary during last three financial years starting from 2010-11, 2011-12 & 2012-2013.

(ii) Minimum net worth as specified in the RFP Summary.

(C) **Associates**

In evaluating the Technical Capacity and Financial Capacity of the Bidder under sub-clauses (A) and (B) above, the Technical Capacity and Financial Capacity of their respective Associates would be eligible as mentioned below:

For the purpose hereof, the word "Associate" shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e. sister concern).

As used in this RFP, the expression "control" means, with respect to a firm which is a company, cooperative or a corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of the firm in question. In case of partnerships, the expression "control" shall mean, rights to at least 51% of the profits of the partnership in question and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

Any claims of credit from Associate must be accompanied by a certificate by a registers Chartered Accountant clearly explaining how the Associate meets the above definition of the Associate.

The Bidder shall have to submit a legally enforceable document to establish relationship with the Associate and to assure support/technical expertise of the Associate during the execution of the Contract for supply, delivery and warranty period as specified in the RFP.

The authorization for use of such technical or financial capacity shall have to be provided from its Associate (s) in the format of an agreement or board resolution or letter duly signed by the authorized representative of the Associate.

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

2.6 Price Bid for the purpose of evaluation

(i) The price of the Buses quoted by the Bidder shall be the bid parameter which shall be used for the purpose of evaluation of the Bids and selection of the Successful Bidder in accordance with the terms and conditions of this RFP documents. The Price Bid shall be provided by the Bidder in the format as specified in Annexure 13 to this RFP. All price shall be in Indian Rupees.

(ii) The Price Bids of only those Bidder who qualify in accordance with Clause 2.5, and is declared "Eligible Bidders", Shall be opened in the presence of such of the Bidders and/or their authorized representatives who wish to attend.

The time and date of opening of Price Bid shall be informed to the Bidders who are declared as Eligible Bidders in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance.

(iii) The price of Buses shall include complete break-up of Bus prices as provided in the **Annexure 13**. Bids not containing such break-up of prices are liable to be rejected. Government levies/duties/taxes on complete Bus as applicable on date of opening of Price Bids shall be considered for evaluation.

(iv) In case there is variation in the statutory levies/taxes during the Currency of the Contract, upon furnishing the requisite documents, the same shall be payable at actual as applicable on the date of invoicing of new Buses, provided such Buses are delivered as per Contracted Delivery Schedule.

(v) In case of the reasons for delay in the delivery of buses are attributable to the Contractor, any upward revision in the statutory levies shall be payable at the rate prevailing during Contracted Delivery Schedule. The Authority shall not be liable to bear such upward revision.

(vi) Notwithstanding above, in case of the reasons for delay in the delivery of buses are attributable to the Contractor, any downward revision in the statutory levies shall be payable as per actual.

(vii) The Bidder supplying buses manufactured by them in India using imported aggregates, etc are required to quote prices on "Delivered Duty Paid (DDP) to destination at Chandigarh " basis. The terms DDP shall mean as defined in prevailing INCOTERMS.

(vii) The prices quoted for Bus shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the Bidder.

2.7 Number of Bids

NO Bidder shall submit more than one Bid pursuant to this RFP.

2.8 Cost of Bidding

The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Bid and its participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid.

2.9 Conflict of Interest

A Bidder shall not have a conflict of interest (the "**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 and appropriate the 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, if:

(i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest, provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder (s) (or any of its constituents) is not more than 5% (Five per cent) of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.9(i), indirect shareholding held through one or more intermediate persons the computation of indirect shareholding of such person in the subject person shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person(the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shll be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

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

(iii) 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

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

(v) 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

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

Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be considered to subsist only, as between such applicants attracting

conflict of interest provisions on account of shareholdings, who submit bids under this document.

2.10 Verification of Information

(i) The Bidders shall be deemed to have submitted their respective Bids after verifying the information in relation to the Project including but not limited to infrastructure, facilities, location, surroundings, climate, availability of power, water and applicable laws and regulation, and any other matter considered relevant by them.

(ii) It shall be deemed that by submitting a Bid, the Bidder has:

(a) Made a complete and careful examination of the RFP;

(b) Received all relevant information requested from the Authority;

(c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;

(d) Satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP and performance of all of its obligations there under;

(e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters in this RFP hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract;

(f) Acknowledged that it does not have a Conflict of Interest; and

(g) Agreed to be bound by the undertakings provided by it under and in terms thereof.

(iii) The Authority shall not be liable for any omission, mistake or error on the part of the Bidders in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.11 Right to accept and reject any or all Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.12 Verification and Disqualification

(i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

(ii) The Authority reserves the right to reject any Bid and appropriate the EMD if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then the Authority reserves the right to:

(aa) invite the remaining Bidder to submit their Bids as per Clause 2.1 (b); or

(bb) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

(iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

2.13 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents thereof, and will additionally include any Addenda issued in accordance with Clause 2.15.

The draft Contract provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.14 Clarifications

(i) Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail at the address provided in of this RFP. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 2.2. The Authority shall endeavour to respond to the queries within the period specified in Clause 2.2. The responses will be sent by fax or by e-mail by the Authority to the Bidders. The Authority may upload the queries and its responses on the website : http://chandigarh.gov.in.

(ii) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

(iii) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.15 Amendment of RFP

(i) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarification requested by a Bidder, modify the RFP by the issuance of Addenda.

(ii) Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website: http://chandigarh.gov.in.

(iii) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

(iv) The Authority shall not be responsible for non-despatch of the amendments in the RFP Document, if any, to the prospective Bidders.

2.16 Format and Signing of Bid

(i) The Bidder shall provide all the information sought under this RFP.

(ii) The original and all copies of the Bid shall be typed or written neatly in indelible ink and shall be signed by the Bidder through a person duly authorized to bind the Bidder to the Contract. The authorization to the said person shall be substantiated by a power of Attorney accompanying the bid. In case of the bidder being company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid. The person or persons so authorized for signing the bid/bids shall initial all pages of the bid/bids including printed literature. Each page of the Bid must be numbered at the right hand top corner.

(iii) The Bid shall contain no interlineations, or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialled by the person or persons signing the Bid.

(iv) All Prices and other information having a bearing on Price shall be written both in figures and words. In case of discrepancy, price given in works shall be considered.

2.17 Language and Numbers

(i) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. All supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

(ii) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the numbers, and in the event there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

2.18 Contents of the Bid

The contents of the Bid and the opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.19 Modification/Substitution/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.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have

access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.21 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.22 Deviations

(a) If any deviations are suggested by the Bidders from the Contract and/or Technical specification for the Buses, the Authority shall determine whether any deviation suggested represents a material deviation.

(b) "Deviation" generally may include (proposed) exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A "material deviation or reservation" is one which adversely affects in any way the scope, quality, performance or administration of the (proposed) contract, and/or which limits in any substantive way, the authority's right or the bidders obligations under the contract, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible bids at reasonable prices.

(c) Bidders must demonstrate that their offers do not represent any "material deviation or reservation" from the Contract or Technical Specification in order to be technically qualified and eligible to have their Price Bid opened. Bids found inconsistent with the terms and conditions and/ or specifications of the RFP Document and Bids containing Material Deviations are liable for rejection at the threshold. The decision of the Authority in this regard, shall be final and binding.

(d) Details of proposed/suggested variations/ deviations/additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before pre-bid conference. No further suggestions for deviations/ variations/ additions shall be entertained after the pre-bid conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP Document made during the Pre-Bid Conference should also be given in writing to the Authority latest by **06.01.2014** at 16.00 hours on next working day of the pre-bid conference.

(e) The Authority may clarify on variations/ deviations, alternatives proposals, which ensure equal or higher quality / performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the Authority in this regard shall be final.

(f) The bidder shall indicate no deviation, from the 'Instruction to Bidders', the contract, and 'RFP Summary' of the RFP Document as prescribed in the Annexure 9.

(g) The Bidder shall indicate no-deviation from the 'Technical Specifications as per UBS-II and any recommended modifications contained in the RFP Documents as prescribed in the Annexure 10.

(h) Any Bid deviations and other factors, which are in excess of requirements of Bid Documents or otherwise result in accrual of unsolicited benefits to the Authority shall not be taken into account in Bid evaluation.

2.23 Delivery Schedule

(a) Bidders shall provide delivery terms with regard to the delivery schedule specified in the RFP Summary.

(b) Contractors are required to indicate any deviations, on delivery basis about time period required after approval of prototype, if required Authority, at its sole discretion, may revise

the delivery schedule with mutual consultation with the Successful Bidder in case of the Bid of the Successful Bidder consist of any deviations, which are not Material Deviations. The Authority shall have right to accept or reject the deviation in delivery schedule as provided in the RFP. The revised delivery schedule, if any, shall be part of the Contract that shall eventually be signed between Authority and the Contractor **("Contracted Delivery Schedule").**

(c) Failure to comply with the Contracted Delivery Schedule shall attract pre-estimated liquidated damages, risk purchase and other provisions of the Contract.

(d) Notwithstanding the above, in case of the causes of delay in supply of buses at any stage of the Contracted Delivery Schedule are attributable to the Authority, the Contracted Delivery Schedule shall be modified accordingly from the immediate stage of the delivery schedule.

3. EVALUATION OF BIDS

3.1 The Bidders would be required to submit documents as listed in this RFP document along with supporting documents.

3.2 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

(a) it is received as per the format specified in RFP;

(b) it is received by the Bid Due Date including any extension thereof as specified therein

(c) it does not contain any condition or qualification; and

(d) it is not non-responsive in terms hereof.

3.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.4 Selection of the Successful Bidder

The Bidder: (i) adjudged as responsive and meeting the eligibility criteria as provided in this RFP whose price quote offered, on evaluation has been determined to be the lowest (L-1) acceptable offer for award of Contract, shall be considered as the **"Preferred Bidder".**

In case of multiple Bus categories, the Bidder who is lowest for any of the given category shall be considered preferred Bidder for that category of Bus. For avoidance of doubt it is clarified that in case of multiple category of buses, there might be more than one Preferred Bidders.

3.5 Notification of Award

Prior to expiry of the Bid Validity Period, Authority shall notify him as the Successful Bidder through fax/email to be confirmed in writing by Registered/Speed Post that his Bid has been accepted. This letter ("Letter of Award") shall be in the format specified in Annexure 16, and shall specify the sum which the Authority shall pay to the Contractor in consideration of completing the Project.

3.6 Letter of Award and Signing of Contract

(a) Upon receipt of the Letter of Award/LOA, the Successful Bidder shall return two copies of the LOA duly signed and stamped by his authorized signatory within 15 days from the date of dispatch of LOA. However, Contract shall be deemed to be concluded on the date of issuance and dispatch of the LOA by the Authority, which shall indicate the acceptance of the Bid by the Authority.

(b) Upon return of LOA from the Successful Bidder, the Contract in accordance with the form of agreement prescribed with RFP Document, would be signed by both Authority and the Contractor within the time period prescribed by the Authority. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract as provided in this RFP nor shall it seek any amendment to the Contract.

The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Chandigarh in accordance with applicable law and submit the same in 2 copies duly stamped and executed within fifteen (15) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

(c) Within seven (7) days of signing of Contract and submission of requisite Performance Security, as specified below, by the Contractor, the Authority shall issue Purchase Order to the Contractor. The Contractor shall acknowledge the signed copy of the Purchase Order within seven (7)days of its receipt.

3.7 Performance Security

Within 15 days of dispatch of the Letter of Award from Authority and before signing of the Contract, the Successful Bidder shall furnish to Authority a Performance Security in form of irrevocable, unconditional bank guarantee issued by a scheduled bank in India in favour of Director Transport, UT, Chandigarh for an amount specified in the RFP summary in accordance with the Contract.

3.8 Contacts during Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under RFP, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged incorrupt practices, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.

4.2 Without Prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent,

engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the authority who is or has been associated in any manner, directly or indirectly, with the Bidding process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, direct or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of Interest ; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

5. PRE-BID CONFERENCE

5.1 Pre-bid conference of the Bidders shall be convened 11.00 hours on **03.01.2014** in the office of Director Transport, UT, Chandigarh. Bidders shall bear their own cost of attending any pre-bid conference.

5.2 During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent an competitive Bidding Process.

5.3 Details of proposed/suggestions variation/deviations/additions from the proposal specifications/condition, if any, should be clearly indicated while sending queries before Pre-Proposal Conference. No further suggestions for deviations/variation/ additions shall be entertained after the Pre-Proposal Conference.

5.4 The Authority may clarify on variations/deviations, alternative proposals, which ensure equal or higher quality/performance to the Technical Specifications during Pre-Proposal Conference. However, the decision of the Authority in this regard shall be final.

5.5 After incorporating amendments acceptable to Authority, RFP Document shall be frozen through issuance of an Addendum(s). Addendum to RFP Document shall be sent by e-mail to all prospective proposers, who wish to participate in the tender. The Addendum to the RFP Document can also be downloaded from Authority website: http://etenders.chd.nic.in

5.6 Non-attendance at the pre-bid conference shall not be a cause for disqualification for a Bidder. However, terms and conditions of the Addendum (s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) Suspend and/or cancel the bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
(b) Consult with any Bidder in order to receive clarification or further information;
(c) Retain any information and/or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/or
(d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuance hereto and/or to in connection with the Bidding Process and Waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

PART F: FORMAT OF COVER AGREEMENT COMPRISING THE CONTRACT

THIS BUS SUPPLY CONTRACT is made on the <dd/mm/yyyy >between Director Transport, UT, Chandigarh having principal place of business at Plot No. 701, Industrial Area, Phase-1, Chandigarh hereinafter called "**the Authority**" on the one part and M/s. _____ having its principal place of business at …… hereinafter called "**the Contractor**" on the other part.

WHEREAS:

A. The Authority is desirous to procure the Buses and services during the warranty period to be provided by the Contractor, viz. Design, Manufacture, Supply & Commissioning of buses including prescribed warranty period of [2 years or 2,00,000 Km (whichever is earlier)] and has accepted the Bid submitted by the Contractor for the said Buses and services.

B. The Contractor has been selected pursuant to a competitive bid process and has agreed and undertaken to discharge the scope of services in consideration of the Price Bid submitted by it and has submitted the Performance Security as required pursuant to the RFP Document.

NOW THIS CONTRACT WITNESSETH as follows:

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

2. The Contract comprises of the following documents:
   (a) This cover agreement.
   (b) Schedules to the Contract, including the General Conditions of Contract.
   (c) RFP document dated _____ in its entirety.
   (d) Addendum and Response to Queries dated _____.
   (e) Consultant's Bid. (if applicable)
   (f) Performance Security.
   (g) Bank Guarantee for Mobilization Advance. (if applicable)
   (h) LOA dated _____.
   (i) Any amendment or clarification agreed to between the Parties whether by way of letters or agreements.

3. In consideration of the payments to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to discharge the scope of work as provided in Clause 1.2 of the RFP Documents, including delivery of the Buses and providing the spares and after sales services, and guarantees the same to be in conformity in all respects with the provisions of the Contractor.

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

5. The Contractor agrees that essence of Contract and other contractual obligation shall become effective from the date of Letter of Award i.e. LOA. The Contractor further agrees that pre estimated damages mentioned in 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 caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

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

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

Schedules to the Contract

SCHEDULE 1: INDICATIVE PROFORMA FOR SUBMISSION OF MONTHLY PROGRESS REPORT AGAINST THE CONTRACT

Contract No. _____

Authority: "Director Transport, UT, Chandigarh"

Date of opening: _____

Date of Reporting: _____

Description	Due date	date of submission/Delivery
----------	----------	----------
1. Submission of Designs/Drawings	----------	----------
2 Prototype Approval:	----------	----------
3. Commencement of manufacturing activity:	----------	----------
4. Progress of Deliveries:	----------	----------

Activity	During the month	Cumulative total
(a) Delivery of Buses (in Nos.)		
(b) Inspection of Buses completed (in Nos.)		
(c) Inspection call given (in Nos.)		
(d) Under manufacturing at different stages (in Nos.)		

Separate PERT/Bar Chart etc be also submitted giving details of Activities & Time Schedule.

SIGNATURE AND SEAL OF THE BIDDER

SCHEDULE 2: INSPECTION PLAN

1. **MATERIAL INSPECTION:**

1.1 **QUALITY OF MATERIAL:**

1.1.1 The materials to be used in manufacturing of buses shall conform to the specified Bureau of Indian Standards (BIS)/Automotive Industry Standards (AIS) surpassing the performance & other requirements as given in the bus Code AIS 052. In absence of above specifications, Association of State Road Transport Undertaking (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred/indicated such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material. Indian and International standards wherever indicated in Technical Specification shall be conforming to the Standards as amended up to date/or latest. Wherever the standards of any item have not been notified as International/National Standard etc. the Bidder shall provide actual specifications of that item along with the drawings of the items indicating all relevant details. In this case the Bidder shall also submit the certificate for non-availability of International/National standard etc. The Bidder shall be required to satisfy about all the relevant standards for the material to be used in manufacturing of buses before submitting their Bids.

1.1.2 Contractor can use materials out of the lot, which has been approved by the lab. It is necessary to furnish latest Lab Test Report (as per specification of the contract from CIRT, Pune/ARAI, Pune/BIS approved Labs/NABL approved Labs/ICAT, Manesar) to Authority at the time of inspection at any state of Bus manufacturing.

1.1.3 Random samples of items as per list (Annexure-'12') shall be picked up by Authority's representative and the manufacturer jointly and sealed for onward transmission by the manufacturer to the lab for inspection as per the required specification/ standards 'ISI' or 'E' marked items of the concerned country used in manufacturing of Bus need no testing except flammability test and testing of all type of fuses.

1.1.4 Bus manufacturer shall be required to obtain type approval of all safety critical items/materials from the authorized testing agencies before use. The bus manufacturer shall be required to provide a list of such items along with their Certificates to the Authority.

1.1.5 The cost of all tests, anaylsis and patent rights shall be borne by the Manufacturer.

2. ALTERATION, ADDITION/DELETION, DEVIATION, DEFECTS/DEFICIENCIES:

2.1 The Contractor shall manufacture the Bus strictly in accordance with the technical specifications of the contract. Contractor is not allowed to make any alteration, addition/deletion, and deviation or leave any defect/deficiency in the manufacturing of the Bus.

Bus Manufacturer shall note that the Bus shall be manufactured and supplied to the Authority with zero defects. In case, any defects/deficiencies/discrepancies are brought to the notice of the Bus Manufacturer during inspection at various stages, the same shall be immediately removed in all the buses under manufacturing before clearance is given by the Authority. In case, any defects /deficiencies observed at various stages and not rectified by the Bus Manufacturer before the commissioning of the completed buses at Workshop of C.T.U. in Chandigarh or at any other unit of the Authority, Bus Manufacturer shall be solely responsible for any mishap/mis-happening and liable for levy of damages/compensation for the damages caused and the same shall be recovered from the outstanding payments/performance security etc.

2.2 Bus Manufacturer shall note that in case of defects/deficiencies not attended/rectified by him at his works during Bus Manufacturing, the same shall result in delay in releasing the payment for the bus in order to enable the Authority to work out the cost of recovery to be made from his bills.

2.3 However, in case any alteration/addition/deletion/deviation, defects/deficiencies in any manner is found or detected in the Bus at the time of commissioning of the Bus, Authority shall have the right to recover full cost of the material/fitment etc. with 25% of the cost of the material/fitment etc. as compensation/damages from bills of Bus Manufacturer towards rectifications at his cost. The Authority shall also have a right to make recovery as determined by the Director Transport, UT, Chandigarh or his authorized representative after costing for defects/deficiencies, deviations, alterations etc.

2.4 For purpose of recovery of compensation and damages, no notice shall be required to be issued to Bus Manufacturer. However, after cost is assessed and evaluated as per joint inspection carried out in presence of Bus Manufacturer's representative, Bus Manufacturer shall be sent a statement in respect of recovery/deductions made with details of defects & deficiencies etc. Assessment of the cost of material fitment etc shall be made by the Director Transport, UT, Chandigarh or his authorized representative, which shall be final and binding upon the Bus Manufacturer.

2.5 That the Bus Manufacturer shall be responsible and liable to deliver fully built Buses in accordance with the technical specifications, terms & conditions of the contract at workshop of C.T.U. at Chandigarh or at any other unit of the Authority as per the delivery schedule given in the RFP. At the time of delivery, either the Bus Manufacturer himself or his authorized representative is bound to be present for joint inspection of Fully Built Bus. In case, Bus Manufacturer is not present or does not depute his authorized representative at the time of delivery of Bus, he shall not be allowed to urge or say at a later stage that the Bus was inspected in his absence. The inspection shall be carried out by the team of Officials/Officers of the Authority and defects, deficiencies, change in specifications, additions/alterations, deviations etc shall be noted down in the register and the same shall be got signed by the two witnesses of the Authority or the Bus Manufacturer's representative as the case may be.

Schedule 3: PROVISIONAL RECEIPT CERTIFICATE

(FULLY BUILT DIESEL PROPELLED NON AC MIDI URBAN BUS (650mm))

Name of the Bus Manufacturer _____ Place of receipt:_____

Chassis No. _____ Engine No. _____

Type of Bus: Fully Built Non AC Midi Buses Date of receipt : _____

The fully built Bus has been received subject to final inspection to be carried out jointly with the authorized representative of M/s ----------. However, following observations made during the preliminary inspection at the time of receipt of above said bus.

1) Shortage of Loose items, if any: -

2) Shortage of documents, if any: -

3) Visual Inspection Report (damage/defect/discrepancies occurred during transit of Bus and the same is to be rectified by M/s ---------- before offering for final inspection): -

Signature of the Authorized representative
Bus Manufacturer

Received/Inspected by authorised
representative of Authority

Schedule 4: FINAL ACCEPTANCE CERTIFICATE

(FULLY BUILT DIESEL PROPELLED NON AC MIDI URBAN BUS (650mm))

Ref. No. _____

Name of the Bus Manufacturer: _____

Chassis No. _____

Type of Bus: Fully Built Non AC Midi Urban Bus

Dated: -_____

Place of Final Inspection: _____

Engine No. _____

Date of receipt: _____

The above said fully built Bus has been finally accepted subject to the recoveries (to be intimated by the costing section) to be made from M/s _____ against the following defect/ deficiencies which have not been removed/attended and the same were observed during the final inspection carried out jointly with M/s _____.

S. No.	Defect/deficiencies	Requirements as per contract	Amount of Recovery	
			Rs	P.

Signature of the Authorized representative
Bus Manufacturer

Received/Inspected by authorised representative of Authority

Schedule 5: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Interpretations

In the contract, unless the context otherwise requires:

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

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

1.3 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 Wherever date & Period are specified in 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 Authority, even if mentioned otherwise anywhere else.

3 Parties to the Contract and their obligations

2.1 The parties to the contract are the Contractor and the Authority, as defined in Part IV of RFP Document.

2.2 A person signing the Bid or any other document in respect of the contract on behalf of Contractor without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor to fulfil 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, Authority may, without prejudice to any other right or remedy of the Authority, cancel the contract and make or authorize making of a purchase of buses at the risk and cost of such person and hold such person liable to Authority for all costs and damages arising from cancellation of contract including any loss which Authority may sustain on account of such purchase.

2.3 Any approval that may be given by Authority or Inspecting Officer on behalf of Authority shall only be deemed to be approval in principle. Notwithstanding such approval, Contractor 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 Bid Document or in Contract Document, decision of Authority for interpretation/application would be final and binding.

2.5 Contractor shall be absolutely liable for technical design and manufacture of buses as per the design and final drawings approved by the Authority. It shall not be open to Contractor to contend at a later stage that a particular change/deviation in technical parameters/drawings is not compatible with the overall design of the Bus or affects performance. Any losses, whatsoever, which are occasioned on account of the design/technical failure of the Bus shall be borne by the Contractor.

4 MEANING OF "BUS SUPPLY CONTRACT"

3.1 The Bus Supply Contract comprises of the following and accordingly it shall mean and include the following:

1 This Contract documents along with all Annexure hereto.

2 Request for Proposal (RFP) in its entirety including all its volumes, Sections, Annexure, and Addendums and response to Pre-proposal queries thereto.

3 Letter of Award no. _____ issue on dated _____

4 Performance Security through Bank Guarantee no. _____

5 Bank Guarantee issued against the mobilization advance.(if any)

6 Further, any matters extraneous to the Contract which may be required to be added/modified after the signing of this Contract would be so rendered by an exchange of acknowledged letters, and such letters would be appended to the Contract to become integral part of the Contract.

4. Contract

4.1 The contract shall be for supply Design, Manufacturer, Supply and Commissioning of Buses of description, specifications and drawings, and in quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, Buses shall be entirely brand new (The Chassis used for fabrication of fully built bus should be new (not manufactured earlier than 6 months from the date of Purchase order of fully built bus) and of the best quality and workmanship to the satisfaction of inspecting officer and Authority.

4.2 The whole contract is to be executed in the approved, substantial and workmanlike manner, to entire satisfaction of Authority, who both personality and by its any person, acting through or under Authority, shall have full power, at every stage of progress, to inspect the Buses/Chassis/items at such times as he may deem fit and to reject any of the Bus/item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.

5. Performance Security

5.1 Contractor shall furnish Performance Security encashable at Chandigarh in the form of Account Payee Demand Draft/Fixed Deposit Receipt or in the form of Bank Guarantee in performa prescribed in RFP document (Annexure 14) within 30 days from the date of dispatch of the 'Letter of Award' of the Bid by the Authority, for an amount equivalent to be amount as provided in the RFP summary. The Bank guarantee should be from any Indian Nationalized Bank. Bank Guarantee should be drawn in favour of " Director Transport, UT, Chandigarh", payable at Chandigarh. The total value of contract inclusive of duties and taxes ***shall be taken into account for calculation of amount of Performance Security. Bank Guarantee shall be valid up to 60 days after the expiry of warranty period*** as provided in the RFP and as extended for a suitable period by the Contractor in case of any extension of Contracted Delivery Schedule.

5.2 In case furnishing of Performance Security is delayed by the Contractor beyond the period provided in sub-clause 5.1 and Performance security so submitted is accepted by Authority, penalty as per sub clause 5.4 hereinafter shall be levied for the period of delay, beyond 30 days allowed as per preceding sub Clauses 5.1, in submission of Performance Security.

5.3 If Bidder, having been called upon by Authority to furnish Performance Security, fails to furnish the same, it shall be lawful for the Authority:-

(a) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any contract with the Authority or the Government or

(b) to levy penalty in terms of clause 5.4 of GCC or

(c) to forfeit the EMD and terminate the contract or any part thereof and to purchase or authorize the purchase of the buses at the risk and cost of the contractor.

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

5.5 Authority shall be entitled and it shall be lawful on his part to forfeit amount of Performance Security in whole or in part in event of any default, failure or neglect on part of Contractor in fulfilment or performance in any manner whatsoever of the contract under reference or any other contract with the Authority or any part thereof to satisfaction of the Authority. Authority shall also be entitled to deduct from the amount of Performance Security any loss or damage which Authority may suffer or be put to by reason of or due to any act or other default, recoverable by Authority from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of Performance security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Authority shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the contractor under this or any other Contracts with the Authority.

5.6 The Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e. till satisfactory commissioning of the buses at Authority's works and thereafter successful completion of Warranty Period as Specified in the Clauses 35 of GCC.

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

5.8 The Bank Guarantee and /or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.

5.9 **Fresh Performance Security**: In the event of encashment of Performance Security by Authority pursuant to an Encashment Notice issued, Contractor shall within 30 (thirty) days of Encashment notice furnish to Authority fresh Performance Security. The provisions set forth in above shall apply mutatis mutandis to such fresh performance security.

6. Contractor's Responsibility

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

6.2 Any approval that may be given by Authority or Inspecting Officer or any agency on behalf of "Director Transport, UT, Chandigarh", shall only be deemed to be the approval in principle. Notwithstanding such approval Contractor shall be fully and totally responsible for satisfactory performance and compliance with contract specifications and conditions.

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

6.4 Contractor shall be required to make available all such facilities as may be reasonably required at his works for carrying out essential tests.

7. Submission of design

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

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

7.3 Notwithstanding the approval, Contactor shall be wholly and completely responsible for satisfactory design, manufacture, supply & performance of these buses offered during the contractor period.

8. Quality Assurance Plan, Inspection and Testing

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

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

- Structure assembly stage before panelling in all buses
- Final completion after panelling and equipping of buses (Fully built buses)

For any deficiency noted by the Authority during any stage of the inspection, the contractor shall initiate immediate remedial actions for the same as advised by the Authority. The Authority or Representative of the Authority shall not be entitled to suggest changes or modified which are not a part of the mutually agreed Bus specifications.

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

Sr. No.	Items to be tested	Specifications
1.	CR Tubular sections	BIS: 4923-1997 (or latest) of Grade Yst. 240
2	Phosphating/ Galvanizing	BIS: 3618-1966 (or latest) Class A-2 for Phosphating & BIS: 277-2003 or latest -120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
3.	EPDM Rubber	As per AIS 085
4.	Glasses Laminated	BIS: 2553 (Part 2)1992 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass.
5.	Aluminum Parts	IS: 733-1974 (or latest) for Solid Part, IS: 1285-1975 or latest for extruded Round Tube & Hallow Part and IS: 738-1977 or latest for Drawn Tubes, Alloy 63400, tempering WP.
6.	Paint	PU paint as per relevant IS: 13213:1991 (or latest) & any other relevant BIS standards. For Matt Black Paint the Gloss Value is upto 30 units.
7.	LT Wire	BIS: 2465-1984 (or latest) DIN 72551-Dimensional Test JIS C 3406-Spark, Immersion & Conductor Resistance Test SAE
8.	Aluminium Sheet	BIS :737-1986 (or latest), Aluminium Alloy H-2/31000
9.	CR Sheets	BIS: 513-2008 (or latest)
10.	GI Sheets	BIS: 277-2003 (or latest) Class VIII Medium Coating of Zinc Nominal Weight 120 grams/M^2
11.	Passenger Seat Assembly	As per AIS-023, Bus Code & BIS standard. For MS components two weeks (336 hours) Salt Spray test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
12.	Marine Board/ Other	BIS: 710-1976 (or latest) IS: 5509-2000 (or latest) for Flammability

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

9. **Delivery**

9.1 Delivery Period: Delivery of prototype Bus and thereafter other buses is to be completed within the contracted delivery schedule.

9.2 Contractor shall deliver buses at the place/places detailed in contract not later than the dates/schedule specified in the contract.

9.3 Authority shall be entitled to levy damages as per **clauses 27** of General Conditions of Contract to the Contractor upon failing to perform as per **Clause 9.1 and 9.2** above.

9.4 Notwithstanding any inspection and approval by the Inspecting Officer, ownership of the buses shall not pass on to Authority until the buses have been received, inspected and accepted by the Authority at his end i.e. workshop of C.T.U., Chandigarh.

9.5 Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages, risk purchase & other provisions of the contract.

9.6 Contractor shall intimate Authority at least 15 days prior to any inspection at Contractor premises failing which Authority shall not be liable for delay in inspection and supplies of buses. Authority shall conduct inspection within 15 days from the day of receipt of request for inspection from Contractor. Delay in delivery of buses on account of late inspection and delay in submission of inspection report by the Authority for the affected quantity shall be entirely attributable to the Authority.

10. Inspection of Buses at Destination Station

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

11. Provisional Receipt Certificate

11.1 Authority shall issue Provisional Receipt Certificate within three working days of receipt of Bus (es) in good conditions along with valid required documents at manufacturer premises. The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Buses received.

12. Removal and Replacement of Rejected Buses

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

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

13. **Final Acceptance Certificate**

13.1 Contractor shall inform about rectification / removal of defects/deficiencies observed during joint Final Inspection within 07 days from date of inspection. Thereafter, Final Acceptance Certificate shall be issued by Authority within 15 days after final inspection and satisfactory commissioning of buses at workshop of C.T.U., Chandigarh or any other Place mentioned in the Contract.

14. Payment Terms

14.1 Payment of the Buses: Payment shall be made subject to recoveries, if any, by way of liquidated damages or any charges, deductions or adjustments as per terms & conditions of contract in following manner:

a) Payment for 85% of the total price of each consignment of the buses dispatched will be made within 2 weeks to the contractor on receipt of the buses by the consignee, along with relevant documents and receipt of bill along with the documents including provisional Acceptance Certificate' **(Schedule-3).**

b) Balance payment 15% payment would be made within 2 weeks against 'final Acceptance Certificate' **(Schedule-4)** of the buses to be issued by the consignee, subject to recoveries, if any.

14.2 For any delay in payment of any part according in Clause 14.1 above for any delay in the payment of buses in time the Contractor shall be entitled to claim interest on the delayed payment from the Authority at a rate equal to the prevailing base Rate of State Bank of India +2% provided such delay is not attributable to any breach of any Requirements or obligations of the Contractor as arising from the Purchase Contract signed pursuant to this REP.

14.3. The Contractor shall raise invoice for total cost of Supply of Buses as per contract terms for each lot of buses delivered as per Contracted Delivery Schedule at the time of delivery and Provisional Acceptance of the lot. The Authority shall make payment against the aforesaid invoice amount as per clause 14.1.

15. **Payment Procedure**

15.1 Payment for the buses shall be made in Indian Rupees against bills preferred by Contractor.

15.2 Where there is a statutory requirement for tax deduction at source, such deduction towards Income Tax and other taxes as applicable shall be made from bills payable to Contractor at rates as notified from time to time

16. **Submission of Drawings**

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

17. **Service Engineering**

Contractor shall furnish information on maintenance practices to be followed for these Buses manufactured to conform to Technical Specification or similar to those offered against the tender, clearly spelling out the following:

i) Maintenance standards including clearances and tolerances at various locations and permissible limits of wear for good riding comfort, performance and operation.

ii) Inspection procedure & periodicity of various preventive schedules in detail including gauging practices.

iii) Maintenance procedures in detail including preventive maintenance schedules

iv) Facilities required for maintenance, giving detailed information on the following:

a) Plant & Machinery required for maintenance
b) Gauges, Jigs and Fixtures and Tools required during maintenance
c) Space requirements for maintenance facilities.
d) Any other details necessary for development of said facilities.

18. **Service Manuals and Spare Parts Catalogues**

18.1 Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price list etc. shall be specially prepared for Buses and at least 5 sets of each for every 100 buses or part thereof of the same shall be supplied without any extra charge, along with the first supply. Detailed spare parts catalogue listing all components manufactured or purchased (Five copies for every 100 buses or part thereof) shall be supplied without any extra charge. All manuals shall be sent to Authority in advance of dispatch of buses from manufacturer's works.

18.2. Contractor shall also furnish printed price list (valid for the warranty period) giving cost of all components/ assemblies of the Bus for applicable spares parts/aggregates/consumables etc. along with maximum discount allowed to Authority on purchase of such items as per prices in the price list during life of Bus. The Contractor shall give an undertaking along with the Bid that the rates of parts/discounts etc. quoted by them in the price lists are reasonable and do not exceed rates at which these parts are made available on DGS&D/ASRTU Rate Contract (RC)/ to any other Government Department/Public Sector Undertaking/ Authorised Dealers, etc. The rates of spare parts shall be valid for the warranty period from date of submission of printed price list and the price variation will be limited to relevant price index of the Government of India.

19. **Training**

19.1 The Contractor shall provide training to minimum 3 drivers and 0.4 maintenance staff per Bus

19.2 The Contractor shall also impart training to all engineers/depot workshop Incharges /supervisors of the Authority for intelligent Transport System fitments which are part of the Bus as per the Specifications at head quarter of the Contractor.

19.3 The Contractor shall have to certify the trainees for the said training programs and a satisfactory note to be issued by trainees at the end of training program

201. **Environmental Conditions**

20.1 The environmental conditions given in Technical Specification of REP Document, if any, are for general guidance of the Manufacturer/Contractor. Further specific information, if any required, shall be ascertained from Authority.

21. **Technical Requirements**

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

22. **Use of Authority Plant and Equipment**

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

23. **Duties & Taxes**

23.1 Bidders are required to indicate break up of duties and taxes payable by them in their Price Schedule in respect of Price of Bus. For the supplies of buses made as per the Contracted delivery schedule, the statutory levies as applicable on the date of supply shall be reimbursed to the Contractor at actual.

23.2 For supplies of buses made beyond the Contracted delivery schedule, if the delay is not on account of the Authority, any additional taxes and duties beyond those prevailing at the scheduled delivery time as per the contracted Delivery Schedule shall be to the account of the Contractor. In no case, Contractor shall be entitled to any increase in duties and levies imposed after expiry of contracted delivery schedule.

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

24. **Amendments**

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

25. **Authority Address**

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

i) For all policy, contractual and commercial matter.

ii) Prior to award of the contract, Director Transport, Union Territory, Chandigarh Plot No. 701, Industrial Area, Phase -1, Chandigarh -160002

iii) For matters relating to design and drawings same as above.

iv) For matters relating to progressing of testing and commissioning, measurement and billing of buses same as above.

26. **Delays in Contractor performance**

26.1 Delivery to be effected without time over-run. The time allowed for and the date specified in the contract or as extended or modified, for delivery and commissioning of buses shall be the essence of the contract and delivery must be completed not later than the date (S) so specified or extended.

26.2 **Progress of deliveries**: Contractor shall allow reasonable facilities and free access to his work and record to Inspecting Officers or such other officers as may be nominated by authority for the purpose of ascertaining the progress of delivery, etc. under the contract.

26.3 A failure or delay by contractor in performance of his obligation for delivery and commissioning of buses, authority at his discretion may take following action:

(a) Extend delivery period for unsupplied/non commissioned quantity of buses with imposition of pre-estimated liquidated damages and duties and taxes as per clause 27 of GCC and/or

(b) Forfeit the Performance Guarantee in case of further delay in the supply of remaining quantity of bus and/or

(c) Terminate the contract for unsupplied quantity of buses as per the provision set forth in clause 37 of GCC; and

(d) Effect purchases at the Contractor's risk and cost for unsupplied quantity as per clause 1 hereinafter;

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

27. **Liquidated Damages**

27.1 Subject to **Clause 26** above, if the Contractor fails to complete the commissioning of same within the delivery period(s) specified in the contract, the Authority shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages as Specified in the REP Summary of the total value of the unsupplied buses inclusive of duties & taxes which the Contractor has failed to deliver/commission within the period fixed for delivery/commission for delay of each week or part thereof.

27.2 The amount of pre estimated liquidated damages to be charged under the contract, in terms of preceding clause **27.1** shall not exceed as the cap provided in the REP Summary.

27.3 Contractor agrees that pre-estimated damages mentioned in **Clause 27.1 & 27.2 are** fair and genuine pre-estimate and not by way of penalty. Contractor also agrees that he shall not dispute the same in any manner.

28. **Acceptance of Buses received after expiry of Delivery period**

28.1 Contractor is required to complete supplies within stipulated delivery period. In case Contractor fails to complete the entire/part quantity of supplies within stipulated delivery period, Authority, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery, if granted, shall be subject to following conditions.

a. Contractor shall pay and Authority shall recover pre-estimated liquidated damages from Contractor as per **clause 27** on buses which the Contractor has failed to deliver within the period fixed for delivery.
b. All Government Tax/levies as applicable, on the date of invoicing of the buses shall be payable to the Contractor
c. Notwithstanding any stipulation in contract for increase in price on any other ground, no such increase in Government taxes/levies etc. which takes place after delivery date stipulated in the contract shall be admissible on such of the said buses as are delivered after the said date.
d. Authority shall be entitled to benefits of any decrease in price on account of reduction in statutory levies, Custom Duty, Excise Duty, Sales/ Trade Tax/VAT, Service Tax and duties or on account of any other ground which takes placed during the currency of the contract and/or after expiry of he delivery date stipulated in contract. Contractor shall allow said benefit in his bills and in absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

29. **Progress Reports**

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

29.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of Authority under the Contract, nor shall operate as estoppels against Authority merely by reason of the fact that it has not taken notice of/or subject to test any information contained in such report.

30. **Indemnity**

30.1 The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify Authority against all claims which may be made in respect of 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.

31. **Safety Measures**

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

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

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

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

32. **Consequence of Rejection**

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

a. Require the Contractor to replace rejected buses forthwith but in any event not later than a period of 30 days from the date of expiry of the rectification period and Contractor shall bear all costs of such replacement including freight and insurance etc. If any, on such replacement and shall not be entitled to any extra payment on that or any other account; or

b. Purchase or authorize purchase of quantity of buses rejected of same or similar description (when buses exactly complying with "particulars" are not in opinion of Authority, which shall be final, readily available) without notice to Contractor at his risk and cost and without affecting Contractor's liability as regards supply of any further instalments due under the contract; or

c. Cancel contract and purchase or authorise purchase of buses of same or similar description (when buses exactly complying with particulars are not in the opinion of Authority, which shall be final, readily available) at the risk and cost of contractor in the event of action being taken under (b) above or under this sub-clause, the provisions of preceding clause 1 above shall apply as far as applicable.

33. **Option Clause**

33.1 The Purchaser reserves the right to increase/decrease the number of Buses ordered by him by 25% (Twenty five percent) of the initially contracted numbers of Buses, (i.e. the number of buses ordered in the LOA) at any time till the completion of delivery of the entire ordered number of Buses without any change in the Unit Price or other Terms & Conditions. The decrease / increase in ordered quantity, if any, will be intimated within one month to the contractor /bidder from the date of clearance of proto type bus by the purchaser.

33.2 Any increase of quantity shall be incorporated through an amendment. For the additional quantity, additional delivery period proportionate to the delivery period of the ordered quantity will be allowed. The Contractor/Bidder will have to deposit performance security as per **clause -5 of GCC** of additional amount separately within 30 days from the date of amendment of increased quantity in the same manner & method prescribed.

33.3 The Price Bid of the Bidder will be used to determine per Bus Cost, and in the event of reduction of number of Buses pursuant to **Clause 33.1** above the total Contract price shall be reduced accordingly.

34. **Corrupt practices**

34.1 Bidder/Contractor shall not offer or give or agree to give to any person in employment of Authority or working under the orders of the Authority any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to obtaining or execution of contract or any other contract with Authority or for showing any favour or forbearing to show disfavour to any person in relation to the contract or any other contract with the Authority. Any breach of the aforesaid condition by Bidder/Contractor, or any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants, shall entitle the Authority to cancel the contract and all or any other contracts with the Contractor and to recover from the Bidder/Contractor the amount of any loss arising from such cancellation in accordance with the provisions of clause 1 as applicable.

34.2. Any dispute or difference in respect of either interpretation, effect or application of above sub-clause or of amount recoverable there under by Authority from the Bidder/Contractor, shall be decided by Authority, whose decision thereon shall be final and binding on Bidder/Contractor.

35. **Warranty**

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

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

35.3 The contractor/bidder will ensure to supply the spare parts during the warranty /post warranty period till the life of the bus. The contractor/bidder will ensure to supply the spare parts during the warranty /post warranty period till the life of the bus. For which the contractor /bidder will have to deposit bank Guarantee at the time of releasing of 10% performance security at the end of warranty period, valid upto the life of the buses for an amount equivalent to 2% of the total value of supply order/ Letter of Acceptance. In case of default, the penal action as per Rate Contract of ASRTU, New Delhi of M/s Tata Motors Limited & M/s Ashok Leyland limited will be taken against the contractor and in case of any ambiguity, the penal action as deemed fit by the department will be taken against the contractor.

35.4 Contractor shall assure the repair of Bus with the timelines as per the Table below:

Sr. No.	Nature of Repair	Repair or Replacement time in number of days
1	All minor repair & replacement of aggregates like-Air Compressor, Intercooler, Clutch plate, Alternator, Injectors, AC-compressor, Retarder etc.	3
2.	All major repair & replacement of aggregates like Engine, Gear box, Rear Axle, Front Axle, Etc.	7
3.	Minor repair or replacement of parts	3
4.	Major repair or replacement of parts.	7

The above days are excluding the days taken by Authority in sanctioning the repair/replacement days, if any (as some repair/replacement may be carried out at cost for which approval/sanction of the Authority would be necessary).

36. **Insolvency and Breach of Contract**

36.1 Authority may at any time, by notice in writing summarily determine the contract without compensation to the Bidder/Contractor in any of the following events, if the Bidder/Contractor:-

a. being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

b. being a company is would up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

c Commits any breach of the contract not herein specifically provided for.

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

37 **Contractor Events of Default**

37.1 Following event shall constitute an Event of Default by Contractor (**Contractor's Event of Default**) unless such event has occurred as a result of a Force Majeure Event:

a. If Contractor fails to deliver any or all of the buses or fails to commission the same within the delivery schedule(s) specified in contract or any extension thereof granted by Authority pursuant to clause 9

b. In case of pre-decided Liquidated Damages exceeds the limit specified in the clause 27

c. If Contractor fails to Perform any other obligation (s) under the contract.

38. **Authority Events of Default**

38. Following events shall constitute an Event of Default by Authority (**Authority's Event Default**) unless such event has occurred as a result of a Force Majeure Event:

i) The Authority is in Material breach of any of its obligations under this Contract and has failed to cure such breach within sixty (60) days of occurrence thereof

ii) The Authority has unlawfully repudiated this Contract or otherwise expressed its intention not to be bound by this Contract.

iii) Failure in making payment to the Contractor as per the provisions of the REP

iv) Perform any other obligations under the Contract

39. **Termination for Default**

39.1 Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of an Contractor Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days or reasonable period at sole discretion of Authority to the Contractor to remedy the default ("Remedial Period") and/or make representation, and may after the expiry of such

Remedial Period on non remedy of breach/default at the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Contract.

39.2 In the event of termination due to Contractor Event of Default, Authority shall have the right to;

i) Invoke and retain the Performance Guarantee amount in full

ii) Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination

39.3 In the event the Authority terminates the contract in whole or in part, pursuant to sub-clause 37, Authority may enter into fresh contract with any other Contractor for completing unfulfilled portion of contract and Contractor (whose Contract is terminated) shall be liable to Authority for any excess cost for such buses, their commissioning for Warranty, however, Contractor shall continue performance of the contract to the extent not terminated.

39.4 Without prejudice to any other right or remedies which the Contractor may have under this Contract, upon occurrence of an Authority Event of Default, the Contractor shall be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 15 (fifteen) days or reasonable period to the Authority to remedy the default("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non remedy of breach/default at the satisfaction of the Contractor, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Contract.

In the event of termination due to Authority Event of Default, Authority shall;

i) Refund the Performance Guarantee amount in full after deduction of any due payable by the contractor

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

40. **Force Majeure**

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

40.2 If, at the 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.

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

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

40.5 If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of

the contract, in which case, neither partly shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

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

40.7 In the event of termination due to Force Majeure Event of Default, Authority shall;

- Refund the Performance Guarantee amount in full after deduction of any due payable by the Contractor

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

41. **Laws Governing the contract**

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

41.2 Irrespective of the place of delivery and the place of payment under the contract, contract shall be deemed to have been made in Chandigarh from where the 'Letter of Award' of the Bid has been issued and where the contract is to be performed by supplying, commissioning and maintaining the buses.

41.3 Jurisdiction of Courts: The courts of Chandigarh, the place from where the 'Letter of Award' of the Bid has been issued Chandigarh Transport Undertaking and where the contract is to be performed by supplying and commissioning of the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

41.4 Compliance with provisions of Contract Labour (Regulation and Abolition) Act 1970

41.4.1 The Contract shall:

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

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

c. Pay to Labour employed by it directly or through his authorized network/service Provider the wages as per provisions of the aforesaid Act and Rules wherever applicable. The Contractor, shall notwithstanding provisions of contract to the contrary, cause to be paid wages to labour indirectly engaged on the contract including any engaged by his authorized network/service provider in connection with said contract, as if the labour had been immediately employed by him.

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

41.4.2 In every case in which, by virtue of provisions of aforesaid Act or Rules, Authority is obliged to pay any amount of wages to a workman employed by the Contractor of his authorized network/service Provider in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of contingent liability of the Authority due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, Authority shall recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Authority under sub-Part (2) of Part 20, and sub Part (4) of Part 21, of the aforesaid Act, Authority shall be at liberty to recover such amount or part thereof deducting it from the amount of Performance Guarantee Bond and /or from any sum due by the Authority to the Contractor whether under the contractor or otherwise. Authority shall not be bound to contest any

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

42. Settlement of Dispute and Arbitration

42.1 Amicable Resolution

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

(b) Either party may require the Dispute to be referred to Secretary Transport, Chandigarh Administration, for amicable settlement. Upon such reference, both the Parties and the Secretary Transport, Chandigarh Administration ", "Authority" or his nominee shall meet at the earliest mutual convenience 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 to such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions with the provisions given below.

42.2 Arbitration

(a) Arbitrators

Any Dispute which is not resolved amicably as provided in Clauses 42.1 (a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act 1996. The arbitration shall be by a Retired Justice of High Court as Sole Arbitrator, to be appointed by the "Sectary Transport, Chandigarh Administration ", Such arbitration shall be held in accordance with the provisions of the Arbitrators and Conciliation Act 1996 and any amendments thereof. The arbitrator shall issue a reasoned Award.

(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 refrence, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed in the arbitration by the Sole Arbitrator shall be in accordance with the Arbitration & Conciliation Act 1996 and as may be decided by the Sole Arbitrator.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or review of such award by any Court or Tribunal. The parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the Sole Arbitrator and all other expenses of the arbitration shall be initially borne and paid by the respective Parties equally subject to determined by the Sole Arbitrator. The Sole Arbitrator may provide in the arbitral award for the reimbursement to

the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

(g) **Performance during Arbitration**

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

43. **Secrecy**

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

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

PART G: TECHNICAL SPECIFICATION FOR –(Non AC) CITY BUS AS PER URBAN BUS SPECIFICATION II (UBS II)

1. **Scope**

1.1 The Specification covers design, manufacture, supply and commissioning of Diesel fuelled IC Engine propelled 90 Fully Built Diesel propelled Semi Low Floor Non AC Midi Urban Buses (650 mm) for operation in Chandigarh city. The Bus design as per Urban Bus Specifications(UBSII) shall be energy efficient; environment, commuter and community friendly, safe and secure for mass transportation of passengers. Contractor will submit its offered specifications against the specification stipulated in UBS II

1.2 Offered Bus specs shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). These shall include, but not be limited to , the Disability Act 1995 as well as state and local accessibility, safety and security requirements.

The Buses shall have logo of JnNURM as per guideline no. DO NO. K-14011/48/2006-UT(PT) published by the MoUD through dated 6th June 2013

2. **Quality Assurance**

2.1 Contractor shall use materials including fasteners conforming to relevant Indian/International standards and shall get the same pre-tested before use, meeting requirements of all the specified parameters to ensure quality of the material specified. Detailed procedure for quality assurance is given is Schedule 2 of the REP documents. However, random sample of materials as per the list given in the REP picked up and duly sealed by the representative of Authority in presence of the Bidder, out of purchased lot at the works of the manufacturer or out of Bus under fabrication/completed Bus and shall be sent for testing quality of components at CIRT,/ARAI/BIS approved testing laboratories having testing facilities for testing all parameters of specifications of materials/items. In the event of failure of sample in lab tests testing shall be conducted in the same way again from the fresh lot. Contractor shall replace failed materials by those duly passed in lab tests. If the material fails the test, the entire cost of testing shall have to be borne by Contractor.

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

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

3. **Statutory Requirement**

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

4. Authority reserves the right to alter, modify, change the specifications as per requirement to suit the latest provisions of CMVR/any other Notifications, safety aspects, emission aspects besides any practical/ operational difficulties etc. faced by Authority. Vehicle Manufacturer shall ensure that all the alterations, changes or modifications in the specification, if necessary, as mentioned above shall be carried out in the buses built by them as per advice of the authority without attributing any additional cost. Complete Bus has to be type approved from the approved test agency under CMVR as per specifications laid herein before any proto type is given to Chandigarh Transport Undertaking.

5. While registering every Bus, Vehicle Manufacturers & transport authority shall jointly examine the Bus prior to registration. The registration of such a vehicle would be done only after signing the report jointly by all concerned along with the transport authority.

6. Contractor shall submit detailed specs of offered Bus against each item/parameter of UBS II (in same format), ensuring that offered Bus Specs fulfil and /or exceed all requirements of UBS II specs.

PART H: ANNEXURE

Annexure 1: Cover Letter

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)
RFP No. Authority "Director Transport, UT, Chandigarh" Date: _____

To

The Divisional Manager,
Director Transport,
Union Territory, Chandigarh
Plot No. 701, Industrial Area, Phase -1,
Chandigarh -160002

1. Having examined the 'Instructions to Bidders' 'General Conditions of Contract', 'Technical Specifications' and Annexure for the above Bid, we the undersigned, offer to design, manufacture, supply, test and commission and Guarantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid of the bid submitted separately, or such other sum as may be ascertained in accordance with the conditions.

2. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Proformas/Annexure given in the RFP Document.

3. We undertake, if our Bid is accepted, we shall commence manufacturing of Buses as per delivery schedule offered by us to complete manufacturing, Supply and Commissioning of Buses and to guarantee satisfactory working of the buses/ fulfil our obligations under the Warranty for the period as per RFP Document.

4. If our Bid is accepted we shall furnish a Bank Guarantee for Performance as Security for due performance of the Contract. The amount and form of such guarantee shall be in accordance with 'General Conditions of Contract'.

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

6. We agree to Bid in this Bid for a minimum period of 150 days from the date of Last date of Submission of Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.

8. This Bid, together with any further clarification/ confirmation given by us and your written acceptance, thereof, shall constitute a binding contract between us.

9. We understand that you are not bound to accept the lowest or any offer you may receive against this Bid.

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

Date: _____

Signature & Name: _____

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

Address:- _____

Witness: _____

Signature: _____

Name: _____

Address: _____

Annexure 2: General Information of the Bidder

Sl. No.	Details	To be filled in by the Bidder	Documents to be submitted by the Bidder.
1	Name of the Firm & Registered Office Address		
2	Address:		
(a)	Factory with Telephone & FAX No.		Registration Certificate of Factory and License for manufacturing of Buses
(b)	Office with Telephone & FAX No.		
3	Status of the Firm		
(a)	Proprietary/Partnership/Company/Corporation.		Proprietorship Certificate, Partnership Deed/Company Incorporation Certificate along with Memorandum of Association and Articles of Association
4	Name of the person authorized to sign Tender Document:		
5	Bus Design & Evaluation Facilities:		
i	In house facilities (Yes Or No)		
ii	If no, then Name & Address of the Firm to carry out the work Out-sourced		
Iii	Confirmation of being an authorised agency under CMVR		Certificate of authorisation
6	Details of Inspection Equipment for Quality Assurance available In-house. (The details of Inspecting Equipment for Receipt Stage, In-process Stage of Inspection and Final Inspection)		
7	Details of Inspection Equipment for Quality Assurance of Out-sourced work. (The details of Inspecting Equipment for Receipt Stage, In-process Stage of Inspection and Final Inspection)		
8	Details of available Equipment required for Safety Standards as per MORT&H Notification No. GSR-853 (E) dated 19.11.2001. (or latest or others till date)		
9	Design Collaboration – Address & other details – Proof of Collaboration		
10	Manufacturing Collaboration – Address & other details – Proof of Collaboration		
11	Quality Certificate (from reputed/recognized Firm) – Certificate No. –Date of Validity		Copies of Certificates.
12	Details of Safety Critical Items with their Type Approval Certificate No. and Date (Wherever applicable)		Copies of Certificates.
13	Details of		
(i)	Quality Management System Certification (e.g. ISO: 9001-2000) or latest		Copies of Certificates.
(ii)	Quality System Certification (e.g. ISO: 16949-1999) or latest		Copies of Certificates.
(iii)	Environment Management Certification (ISO: 14001-1996) or latest		Copies of Certificates.
(iv)	Others, if any		Copies of Certificates.

Name: _____ Address: _____

Mobile No: _____ _____

Signature with Date & Name of Authorized Person signing (NAME OF THE FIRM & SEAL)

List of Documents/ Items required along with Annexure 2

(Documents shall be enclosed duly signed attested by the authorized person of the Bidder)

1. Registration Certificates of the Factory.
2. License for Manufacturing Buses.
3. Proprietorship Certificate/ Partnership Deed/ Company incorporation Certificate along with Memorandum of Association and Article of Association
4. Complete list of Instruments/ Equipment required for Inspection at Receipt Stage, In-process Stage and Final Stage.
5. Copies of Type Approval of Complete Bus, Aggregates/ Safety Critical Items as applicable.
6. Copies of Documents in respect to Design Collaboration.
7. Copies of Documents in respect to the Manufacturing Collaboration.
8. Copies of Quality Management System Certificates
9. Copies of Quality System Certificates.
10. Copies of Environment Management System Certificates.
11. Submission of item wise/ parameter wise details of offered Bus Design Vs UBS II in same format.
12. Copies of the production capacities of buses – installed and production levels achieved during last three years – year wise.
13. Submission of the General schematic Drawings, Bus Layout, Front, Rear an Both Side Views of the offered design of the Bus.

Note: Copies of Certificates cited above the enclosed.

Annexure 3: Format of Bank Guarantee for Earnest Money Deposit

(To be issued by a Scheduled Bank's Branch in _____)

(On a Non-Judicial Stamp Paper of appropriate value)

To

The Divisional Manager,
Director Transport,
Union Territory, Chandigarh
Plot No. 701, Industrial Area, Phase -1,
Chandigarh -160002

WHEREAS:

A. [_____Please insert the ***Name of the Bidder]***, a company incorporated under the Companies Act, 1956/2013 having its registered office at [***Please insert the address of the registered office of the Successful Bidder***] ("**Bidder**"), has submitted a Bid for Design, Manufacture, Supply, and Commissioning of Diesel fuelled 90 Fully Built Diesel propelled Semi Low Floor Non AC Midi Urban Buses (650 mm) Urban Buses Specification II (UBS II) No. _____ hereinafter called "**the Project**" to "Director Transport, UT, Chandigarh" ("**Authority**")

B. The RFP requires the Bidder to furnish a Bank Security for Earnest Money Deposit/ Proposal Security at the time of submission of the Bid to the Authority in a sum of Rs. _____(Rupees _____only) [***Please insert the amount]*** (the **"Bid Security Amount"**) as security for due and faithful performance of its obligations, under and in accordance with the RFP.

We, ……..through our Branch at ……(the **"Bank"**) have agreed to furnish this Bank Security by way of Bid Security

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

(1) The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Bidder obligations under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Authority such sum or sums upto an aggregate sum of the Bid Security Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

(2) A letter from Authority that the Bidder has committed default in the due and faithful performance of all or any of its obligations shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Bidder is in default in due and faithful performance of its obligations under the Agreement and its decision that the Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between Authority and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Bidder for any reason whatsoever.

(3) In order to give effect to this Security the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Security.

(4) It shall not be necessary, and the Bank hereby waives any necessity, for Authority to proceed against the Bidder before presenting to the Bank its demand under this Security.

(5) The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Security, to vary at any time, the terms and conditions of the RFP or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Bidder contained in the RFP to postpone for any time, and from time to

time, any of the rights and powers exercisable by the Authority against the Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the RFP and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Bidder or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Security and the Bank hereby waives all of its rights under any such law.

(6) This Security is in addition to and not in substitution of any other Security or security now or which may hereafter be held by the Authority in respect of or relating to the RFP; or for the fulfilment, compliance and/or performance of all or any of the obligations of the Bidder under the RFP.

(7) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Security is restricted to the Security Amount and this Security will remain in force till _____

(8) Upon request made by the Bidder for release of Bid Security along with the particulars required hereunder, in accordance with the terms of the RFP, the Authority shall release the Bid Security forthwith provided the Bidder is not in breach of the RFP.

(9) The Bank undertakes not to revoke this Bid Security during its currency, except with the previous express consent of Authority in writing, and declares and warrants that it has the power to issue this Security and the undersigned has full powers to do so on behalf of the Bank.

(10) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

(11) This Security shall come into force with immediate effect and shall remain in force and effect till the expiry of twenty four months from the date of execution of the Agreement and shall be extended from time to time for such period as may be desired by NTPC in accordance with the terms and conditions of the Agreement.

Signed and sealed this ……day of ……., 201_.....at ……..

SIGNED, SEALED AND DELIVERED

For and on behalf of

The Bank by:

(Signature) _____

(Name) _____

(Designation) _____

(Code Number)_____

(Address) _____

NOTES:

(i) The Bank Security should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure 4: Format For Performance Statement

i) Details may be given for all types of Bus Chassis/ Complete Buses supplied by Bidder in past three years.

ii) Details are to be furnished for the supplies made by the Bidder or its principal in three years (ending on dd/mm/yyyy (Authority to specify)) prior to the year in which the date of Opening of Bid falls.

S.No.	Contract placed by The Divisional Manager, Director Transport, Union Territory, Chandigarh Plot No. 701, Industrial Area, Phase -1, Chandigarh	Contract No. & Date	Description and Quantity of Buses Ordered	Value of Contract	Date of Completion of Delivery (as per Contract)	Documentary evidences (Purchase Order/ Letter of Award/ Bus Purchase Agreement/ Work Completion
1	2	3	4	5	6	7

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

SIGNATURE AND SEAL OF THE BIDDER

Annexure 5: Format For Financial Statement

{On Statutory Auditor's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____.

The annual turnover of the Company/firm for the last three years from _____is as follows;

Year	**Annual Turnover (Rs. Crore)**	**Net Profit (Rs. Crore)**
WW-XX		
XX-YY		
YY-ZZ		
Average of above (Applicable for Annual Turnover only)		

- The above turnover includes income only from transportation service business. Other incomes such as interest, dividend and trade income are excluded from the above mentioned turnover.
- The Net worth* of the bidder (name of the Bidder) as on 31st March, ZZZZ is Rs._____ (*for the purpose of Net worth Calculation it is defined: Net worth* := Equity Capital + Reserve and Surplus – Revaluation Reserve – Accumulated losses – Intangible assets)

(Signed and Sealed by the statutory auditor)

ENCL

(1) Copy of Audited annual reports for the Last three years (As Specified by Authority)

Annexure 6: Format of power of attorney

(*Applicable only in case where the signatory to the Bid is not authorized directly by the Bidder firm through Board Resolution or Partners' resolution and is signing on behalf of the Authorised Signatory. The Power of Attorney is not required for a firm being Proprietary Concern*)

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, …[name of the Company/partnership firm], a company incorporated under the Companies Act 1956,/ Firm having partnership deed as per partnership act and having its Registered Office/ office at …..[Address of the Company/partnership firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the RFP for Purchase of Buses {Title of the RFP}, ("Project"), the Company/ firm is submitting Bid Comprising Technical and Price Bids for the project in _____ to {Name of the Purchase}, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____son of _____resident of _____, holding the post of _____as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____[name of the company/firm] do hereby nominate, constitute and appoint ……. [name & designation of the person] ……..as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the company/ firm in its name and on its behalf, that is to say:

To act as the Company's/firm official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender/bid documents, receive and make inquires, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors/ Partners held on ___ Day of _____, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]	---------- [name & designation of the person] ---------- [name & designation of the person]

Annexure 7: Anti-Blacklisting Certificate

{Notarization is required}

Format of self certificate stating that the Entity/Promoter/s/Director/s of Entity are not blacklisted

Anti-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 are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____- (Last date of submission of Bid).

We further confirm that we are aware that our Application 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 this ……..Day of ……., 20__.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 8: Undertaking for the availability of spare parts and after sale service

{On Bidders Letterhead}

Date: (Last Date of Submission)

To

The Divisional Manager,
Director Transport,
Union Territory, Chandigarh
Plot No. 701, Industrial Area, Phase -1,
Chandigarh -160002

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

Hereby we confirm that, with pursuant to the RFP document, we shall, for all the time as and when required, endeavour to provide Spare Parts and other Aggregates of the Buses and After Sale Service at the destination specified by "Director Transport, UT, Chandigarh" for which we are ready to deposit bank Guarantee at the time of releasing of 10% performance security at the end of warranty period, valid up to the life of the buses for an amount equivalent to 2% of the total value of supply order/ Letter of Acceptance.

Name of the Bidder

Sign of the Authorised Signatory

Name of the Authorised Signatory

Annexure 9: Format For Statement of Deviation (COMMERCIAL TERMS)

(No Deviation shall be submitted and accepted as a part of proposal)

Hereby we undertake that our offer for supply of buses is unconditional and we have no deviations/modifications in terms of Terms and Conditions provided in the RFP summary, Instruction to Proposer and General Conditions of Contract Provided in the RFP.

_____

Signature and Seal of the Bidder

Annexure 10: Statement of No Deviations from Technical specification Stipulated in the RFP

(No Deviation shall be submitted and accepted as a part of proposal)

Hereby we undertake that our offer for supply of buses is unconditional and we have no deviations/modifications in terms of Technical Bus Specifications provided in the RFP.

_____

Signature and Seal of the Bidder

Annexure11: Statement of Deviation in Delivery Schedule- if any

The Bidder shall have to submit the deviation in the delivery schedule, if any in the following manner in accordance with the **Clause 2.22** of the ITB and Clause **9 of GCC**.

(Following table is provided for illustration purpose. The Authority may change the schedule of delivery as per different tables provided in the RFP summary based on the requirement)

Sr. No.	**Month**	**Stage of Delivery of buses to be completed**	
		Non AC Midi Urban buses (650mm)	
1	5th Month from the date of supply order	Delivery of Prototype	
2	6th Month from the date of supply order	20% of the total order size	
3	7th Month from the date of supply order	40% of the total order size	
4	8th Month from the date of supply order	60% of the total order size	
5	9th Month from the date of supply order	100% of the total order size	

_____

Signature and Seal of the Bidder

NB: The Bidder has to comply with all the requirements as stipulated in the RFP keeping in view the changes/amendments made. Where there is no deviation, the statement should be returned duly signed with an endorsement indication **"No Deviation."**

Annexure 12: Statement Life of Some of the Bus Aggregates (Part-I)

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

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

Annexure 13: -A Format of Price Bid

FORMAT FOR PRICE/ FNIANCIAL BID FOR BUS

Tender Inviting Authority						
Name of the work: Tender for the purchase of fully built Midi Urban Bus (650 mm) Non AC buses.						
Contact No.						
Name of the bidder:						
DETAIL OF PRICE BID						
Sr. No.	Description	Unit	Quantity	Unit Price F.O.R Destination (In Rs.)	Total price F.O.R. Destination (in Rs.)	Acceptance on eligible lowest Rates. Yes/No
1	2	3	4	5	6	7
	Fully Built Midi Urban Bus (650 mm) Non AC buses (including all taxes and Govt. levies)					

Complete Breakup of the Price per bus

a. Basic Price
b. Excise Duty @__%
c. Sales Tax@___%
   (i) Transit Insurance
   (ii) Temporary Registration
   (iii) Octroi (if any)
   (iv) Toll Tax (if any)
   (v) Bridge Tax (if any)
d. Transit cost
e. Any other cost/Taxes (if any).
f. Total Landed cost per bus

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 of buses 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 the buses according to tender & supply order 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.

Note

1. Tenderer shall quote Unit Price inclusive of all taxes, charges complete in all respect which also include transportation charges from contractor Manufacturering Unit to destination CTU, workshop Chandigarh.
2. Proof of having deposited Sales Tax, Excise duty, Transit Insurance, En-route expense etc. as per rules enforce be provided.
3. In case of exemption in Excise Duty & Sales Tax etc., the limit shall be indicated clearly.

Signature of the Bidder

Annexure 14: Format of Bank Guarantee Towards Performance Guarantee/Security

To

The Divisional Manager,
Director Transport,
Union Territory, Chandigarh
Plot No. 701, Industrial Area, Phase -1,
Chandigarh -160002

Contract No. . . . . Date . . . . . .

1. This Deed of Guarantee made this day of _____ between Bank of (hereinafter called the "Bank") on the one part, and "Director Transport, UT, Chandigarh " (hereinafter called "the Authority") of the other part.

2. Whereas "Director Transport, UT, Chandigarh" has awarded the Contract for (Description of Item) (hereinafter called the Contract) to: _____(Name of Contractor) (hereinafter called the Contractor).

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs. (----------Amount in Figures and words).

4. NOW, WE THE UNDERSIGNED (Name of Bank)_---------_do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs._____(Rupees _____only) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority any money so demanded notwithstanding any dispute raised by the Contractor in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.

5. We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.

6. This Guarantee is valid for a period of __(Duration in calendar months in figures and words) from the date of signing. (The initial period for which this Guarantee shall be valid must be for at least six (6) months longer than the anticipated expiry date as stated in the Contract. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.

7. At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Contractor or if the Contractor fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Authority in writing. This Guarantee shall be valid up to ___and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Contractor of its obligations under the Contract and/or as demanded by the Authority.

11. The expressions "the Authority", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assignees.

    In witness whereof I/We of the Bank have signed and sealed this guarantee on the dd_____day of _____being herewith duly authorised.

For and on behalf of the _____Bank

Signature of authorised Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____in the presence of

Witness 1. _____

Witness 2. _____

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

Annexure15: Format of Letter of Award

Format of Letter of Award

[To be issued by the Authority]

To:

_____
_____
_____
Date: _____

Kind Attention: _____

Subject: Letter of Award for Design, Manufacture, Supply, and Commissioning of Diesel Fuelled fully Built Non AC Midi Urban Buses (650 mm).

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 Design, Manufacture, Supply and Commissioning of Diesel fuelled fully built Non AC bus as per MoUD Specification II (UBS-II) No. (**''Project''**) _____ 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 price 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 Project 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 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:-