CHANDIGARH TRANSPORT UNDERTAKING,

CHANDIGARH

REQUEST FOR PROPOSAL (RFP)

FOR SUPPLY OF FULLY BUILT NON AC- DIESEL-LOW FLOOR (400 mm) BUSES

CHANDIGARH ADMINISTRATION

CHANDIGARH TRANSPORT UNDERTAKING, CHANDIGARH

REQUEST FOR PROPOSAL

FOR SUPPLY OF FULLY BUILT NON AC- DIESEL- LOW FLOOR (400 mm)

Dated - 11-03-2013.

Office of

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

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RFP - Document No. _____

SECTION -1

DISCLAIMER

This RFP is being issued by Divisional Manager, CTU & Director Transport, Union Territory, Chandigarh for inviting tenders for supply, testing, commissioning & Maintenance of 49 fully built low floor (400 mm), diesel, city type Non AC buses conforming to Bharat Stage –III (Euro-III) norms, (hereinafter called “buses” on such terms and conditions and technical specifications as set out in this RFP document and other Urban bus specifications issued by Ministry of Urban Development, Government of India/ CMVR rules/ ARAI guidelines’.

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

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

CONTENTS OF REQUEST FOR PROPOSAL (RFP) DOCUMENT

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

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SECTION; II NOTICE INVITING TENDER (NIT)-

CHANDIGARH TRANSPORT UNDERTAKING

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

E—TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-Tender from manufacturers of Diesel bus chassis and / or fully built Diesel Buses for supply (including Design, Manufacture, supply, Testing & Commissioning) of 49 Nos. Fully Built, Low Floor, Diesel- Non AC Buses with responsibility for maintenance for a period of minimum 3 years OR 2,20,000 KMs whichever is later from the date of commissioning of buses by the contractor/ Bidder (including standard warranty period as offered by the bus manufacturer) conforming to Bharat Stage- III standards.

Eligibility Criteria:

1. The average annual turnover of the Bidder shall not be less than Rs.300 crores for each of the preceding 3 financial years i.e.2009-10, 2010-11 & 2011-12.
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 Rs. 60 crores.

Submission of Bids:

The tenders must be submitted Online on or before dated 21-03-2013 time 14:00 hours. The technical /financial bid will be opened on 21-03-2013 at 15:00 hours. **The detailed terms and conditions of the tender can be downloaded from the Chandigarh official website: http://etenders.chd.nic.in.**

No tender shall be accepted in physical form. The Competent Authority reserves all rights to reject / accept the tender without assigning any reason.

The tenderers can approach the Nodal Officer, e-tendering, CTU-Chandigarh on any working day between 9:00 A.M to 5:00 P.M. in case any query / clarification regarding e-tendering process (**Ph. No. 0172-2679003 Extn.216).**

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

SECTION III ; DEFINITIONS & ABBREVIATIONS

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

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

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

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

4. **"Bidder"** means a company incorporated in India engaged in manufacture and supply of complete Buses and who has submitted the bid for the supply of fully built buses (including supply, testing & commissioning) with maintenance for the three years as per the terms, conditions, and technical specifications of the RFP document.

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

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

7. **"Consignee"** means the person to whom the buses are required to be delivered as per the "Letter of Acceptance" to be dispatched by rail, road or any other mode.

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

9. **"Contractor" means** the company with whom the contract for the supply is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless executed by the terms of the agreement/contract.

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

11. **"Delivery of Buses"** shall be deemed to take place only if the 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

i) The Consignee at its premises/site

Or

ii) Where so provided, the interim consignee at its premises.

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

13. **"Effective date"** of the agreement shall mean the date on which the 'Letter of Acceptance (LOA) shall be dispatched by the Purchaser:

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

15. **"Inspecting Officer**" means the person(s), firm(s) or organization nominated by the Purchaser for the purpose of inspection of buses or works under the agreement and includes its / their authorized representative.

16. **"Inspection means"** inspection of fully built buses which may be carried out at the Contractor's manufacturing premises before dispatch to the Purchaser and inspection '**Provisional and final** of buses to be carried out at Chandigarh or at any other places as desired by the Purchaser.

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

18. **"Manufacturing Premises"** means the manufacturing works/premises of the Contractor at which the buses shall be manufactured.

19. **"Material"** means anything used in the manufacture or fabrication of the buses.

20. **"Purchaser"** means Chandigarh Transport Undertaking Chandigarh or its authorized representatives

21. **"Period "** shall mean the entire term of the agreement.

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

23. **“Services “**means services ancillary to the supply of the buses such as transportation and insurance etc:

24. **“Site “** means the such place as may be specified at which any work is required to be executed by the Contractor under the agreement or any other place approved by the Purchaser for the purpose ;

25. The terms **“ Successful Bidder , “ Acceptable L1 Bidder “**, and / or **“Vendor”** shall mean the Bidder who qualifies the Technical bid/proposal stage and the Financial bid/Proposal stage of this **RFP** and to whom a Letter of Acceptance is consequently issued by **Divisional Manager, CTU. & Director Transport”, Union Territory, Chandigarh.**

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

27. The words **Annual Maintenance Contract (AMC) /“Maintenance “** by the Contractor mean and include the responsibility of the Contractor to make available to the Purchaser the buses in full running condition and fit for performing duties as per the provisions of the agreement during the AMC period from the date of commissioning of buses by the contractor/ Bidder

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

SECTION IV: INSTRUCTIONS TO BIDDERS (ITB)-

1. GENERAL

1.1 CTU (hereinafter referred to as the Purchaser), **invites Online tender** in Two Bid System for buses (supply, testing, commissioning & maintenance) as per "Schedule of Requirements "and 'Technical specifications', along with responsibility of maintenance up to 3 years or 2,20,000 KMs whichever is later (including standard warranty period offered by the bus manufacturer) conforming to Bharat Stage- III standards, from established and reliable manufacturers having at least 3 years' experience in manufacturing of fully built buses by the years ending on 31.03.2012.

1.2 The bidder shall agree in respect of each bus a standard warranty period offered by the Bus Manufacturer to ensure trouble free services, supply of components and proper maintenance of buses. The AMC will also be placed on the successful bidder along with contract for supply of buses, for comprehensive maintenance of buses till 2,20,000 kilometers or 3 years whichever is later. The bidders are required to quote comprehensive AMC for consumables, spares/body parts and for carrying out repairs including limited accidental repairs. Under AMC the accidental repair will be limited to bus body and mechanical repair with expected value of repairs of each vehicle not exceeding Rs. 10,000/- per case of accident. The AMC will also include carrying out preventive maintenance, break down repairs, major reconditioning of aggregates, servicing and day to day body repairs etc. for complete bus (including supply of consumables / replacement & fitment of spare parts / body parts / aggregates / assemblies / sub assemblies etc. **including, tyres, tubes, flaps and batteries** during warranty / post warranty period) for maintenance of the buses till 2,20,000 kilometers or 3 years whichever is later.

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

1.4 Bidders can bid for type of bus mentioned in the Schedule of Requirement (s). Bid shall be evaluated independently.

1.5 The bidders are required to offer only one model for type of bus. Further, the bidders are required to quote only one rate for the tendered quantity for type of bus. Bids of those bidders who quote more than one rate and / or offer more than one model shall be liable to be rejected. Conditional offers / rates on any account will not be accepted.

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

2. ELIGIBILITY CRITERIA-

2.1 The bidder eligible for participating in the bid process shall be an Indian Company incorporated under the provisions of Indian Companies Act, 1956 or a foreign company, incorporated under relevant Act. The bidder should be legally competent to enter into contract/agreement as per prevailing laws.

2.2 The bidder shall be engaged in the manufacture and supply of fully built buses with experience for this same for the last three years ending on 31.03.2012.

2.3 Further, the bidder shall have an annual gross turnover of more than Rs. 300 Crores (or in equivalent foreign currency) during the each of the last three financial years and net worth of more than Rs. 60 Crores (or in equivalent foreign currency), as on the last day of preceding financial year. Bidders shall have to furnish certificate to this effect from the Chartered Accountant or audited balance sheets of last three years as documentary evidence in support of the same.

2.4 The bidder shall have present net-worth (on the last day of previous financial year) of not less than Rs. 60 crores.

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

2.6 The technical experience and financial capabilities of any other Group Company, or holding company or subsidiary company of any Bidder shall not be considered for evaluation.

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

3. COST OF DOCUMENT

3.1 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 to ''Director Transport, Union Territory Chandigarh" at Chandigarh with the technical bid.

4. COST OF BIDDING

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

5. EXAMINATION OF RFP BY BIDDER

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

6. LANGUAGE OF BID

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

7. COMPLIANCE WITH TECHNICAL SPECIFICATIONS

7.1 The buses required against this bid shall conform to the Technical Specifications of the RFP Document. (Refer Annexure- 12). Bidder has to clarify in the each parameter of the specifications (In Annexure-12) about its product, whether the offered model / product is meeting out the requisite specifications or not. If not meeting out the requisite specifications, the bidder has to indicate their specification of that parameter.

7.2 The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Act 1988 (MVA), the Central Motor Vehicle Rules 1989 (CMVR), the Chandigarh Motor Vehicle Rules, 1990 along with any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery.

8. VARIATIONS/ DEVIATIONS

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

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

8.3 The bids / offers not meeting out the prescribed specification, terms and conditions of RFP documents are liable for rejection. The decision of the Purchaser in this regard, shall be final and binding.

9. DOCUMENTS ESTABLIHSING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

9.1 The bidders shall alongwith the bid provide satisfactory evidence acceptable to the Purchaser as given below**:**

a. Copy of Certificate of Incorporation.

b. The bidder should be a manufacturer of diesel Buses with at least three years experience in line during at least preceding three years ending on 31 .03.2012. The

Bidders shall furnish all information on past supplies and their satisfactory performance pertaining to diesel buses:

c. The Bidder should have average annual gross turnover of more than INR 300 crore (or in equivalent for foreign currency) during the last three financial years. Bidders should furnish certificate from the chartered accountant as documentary evidence in support of the same.

d. The Bidder shall have present net worth (on the last day of the previous financial year) of not less than INR 60 crore. Bidders will have to furnish certificate from the Chartered Accountant as documentary evidence in support of the same.

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

10. FACILITIES FOR ANNUAL MAINTENANCE CONTRACT

10.1 The Bidder shall have workshop facilities in Chandigarh/ Tricity comprising Chandigarh Panchkula & Mohali to provide annual maintenance contract of the buses during a minimum period of 03 years or 2,20,000 KMs, whichever is later including standard warranty period by bus manufacturer.

10.2 After the successful supply and commissioning of the buses, the bidder shall provide maintenance and after sales service support for trouble free service on single point responsibility basis during a minimum period of 03 years or 2,20,000 KMs whichever is later.

10.3 Adequate inventory of spare parts would be stocked by the bidder for the period of warranty and Annual Maintenance Contract.

10.4. A separate document for offering AMC with terms and conditions is at **Annexure-13.**

10.5 Bidder has to study the same and arrange his acceptance with the rates.

11. DOCUMENTS / ITEMS COMPRISING THE BID

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

(i) Technical bid shall be uploaded in the prescribed Bid Form, Bid Security / EMD and all other documents as well as technical and commercial information required in accordance with the RFP document. As per list available at Annexure attached.

(ii) Financial Bid shall consist of only Price Schedule in the prescribed formats.

11.2 The Bidders may be required to provide a Power Point Presentation of each type of bus intended for supply to highlight the required / specified salient features of their product / model offered to the Purchaser.

11.3 Bidders can bid for each type of the bus mentioned in the "Schedule of Requirement". However, Bidders must bid for the entire quantity of the type of bus offered as mentioned in the "Schedule of Requirements". **(Section-VI)**

12. BID SECURITY / EARNEST MONEY DEPOSIT (EMD) - The Bidder shall furnish separate Bid security (hereinafter also referred to as "Earnest Money Deposit" (EMD) of Rs. 40.00 lakh. (Rs. Forty Lakh only), w.r.t bid for Non AC Buses as part of his Bid. Each bid security shall be sealed in a separate sealed envelope super scribed "Earnest Money Deposit '' for Bid due on **21-03-2013 upto 14.00 hours** for 49 Non AC buses to be deposited. The Earnest Money Demand (EMD) should be in the form of '' Account payee Demand Draft'' or Bank Guarantee payable in favour of Divisional Manager, CTU, &,Director Transport, Union Territory, Chandigarh payable / en-cashable at Chandigarh of any nationalized / Scheduled Commercial Bank, operating in India. (Annexure 6)

12.1 Any Bid not accompanied with valid Bid Security / EMD in the acceptable form will be liable to be rejected by the Purchaser considering it as non-responsive.

12.2 No interest will be payable by the Purchaser on the bid security.

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

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

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

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

14.1 The bid security of the Successful Bidder(s) shall be discharged only after the Successful Bidder(s) furnishes the Contract Performance Security as required.

14.2 If the successful Bidder(s) fails to furnish the Contract Performance Security within the requisite period as specified in the 'General Conditions of Contract', then the Bid Security shall be liable to be forfeited by the Purchaser, in addition to any other actions as per terms and conditions stipulated in the RFP Document.

15. PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS:

15.1 Financial bid/proposal should be as per the format. **(Annexure-4, 5).**

15.2 The price for the bus shall include a complete break-up showing the basic price, excise duty, other levies, sales tax, packing charges, forwarding charges, freight and insurance charges and other charges, if any, shall also be given. Bids not containing the break-up of prices are liable to be rejected. Government levies / duties / taxes on the complete bus as applicable on the date of opening of price bids will be considered for evaluation. In case there is variation in the statutory levies / taxes during the period of the contract, the same will be payable at actual to the bidder subject to the delivery is arranged within the agreed delivery schedule.

15.3 The Bidders should quote their lowest possible prices. The price quoted shall be firm and not subject to any upward variation except for the variation in statutory levies & duties.

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

16. INSURANCE

On acceptance of buses by the Purchaser, third party insurance will be arranged by the Purchaser at its own cost. However, the Contractor will be required to arrange insurance of buses till the same are delivered to and accepted by the purchaser.

17. BID VALIDITY

17.1 The bid shall remain valid and open for acceptance for a period of 120 days from the specified date of bid opening of financial bid.

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

18. FORMAT AND SIGNING OF BID

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

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

18.3 All prices and other information like discount etc. having a bearing on the Price shall be written both in figures and words in the prescribed Bid Form. In case of discrepancy, the price given in words shall be considered.

19. TWO BID SYSTEM-

19.1 Bidders shall have to submit bid online only.

(i) Technical bid shall consist of the Performa of submission of Bid with EMD, Performance Statement, technical details and all other documents as well as the technical and commercial information required in accordance with the RFP document. The documents to be provided in Technical bid are listed out at **Annexure-3**, for reference.

(ii) Financial Bid shall contain only the price schedule and AMC rates in the prescribed format, as per **Annexure – 4 & 5, (Non A.C Buses)** of the RFP document.

20. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder has the discretion to modify or withdraw his bid after submission but before the last date and time fixed for submission of the bids.

21. BID OPENING

21.1 The Technical Bids of all the Bidders will be opened/downloaded by the Purchaser at time, date and place indicated in the Bid Documents. In the event of the specified date of bid opening being declared holiday for the Purchaser, the bids shall be opened at the same time and location on the next working day.

22. CLARIFICATION OF BIDS

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

22.2 The purchaser reserves the right to inspect / visit the premises of manufacturing facilities of the Bidder to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of the bids. Thepurchaser also reserves the right to visit the State Transport Authorities / Institutions where the bidder has supplied the similar type of buses to take feedback of the buses supplied. The feedback so obtain on visiting the manufacturer's facilities and operating Institutions will also play vital role in accepting / rejecting the technical bid of individual bidder. The decision of the purchaser in this respect shall be final and binding on the bidder.

23. DETERMINATION OF RESPONSIVENESS

23.1 The Purchaser will determine whether each bid is responsive to the requirements of the bid documents.

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

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

24. EVALUATION AND COMPARISON OF BIDS

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

24.2 The Bidders are required to provide all technical details, as these are required for evaluation purpose as per this RFP documents. Bids received without full & complete specification and drawings are liable to be rejected. The Purchaser shall go through and evaluate the Technical bids and advise accordingly only those Bidders whose bids shall be found responsive to the requirements of the Bid Document, Financial Bids of only such Bidders will be opened at the time & date to be notified later to individual successful Bidders (successful in technical bid). The price/financial bids of other Bidders, who do not qualify as a result of Technical evaluation, shall not be opened.

24.3 The Purchaser shall evaluate and compare the price/financial bids of only those Bidders who have offered the prices complete in all respect as per the RFP document. The evaluation will be made at all inclusive total price of a bid. **The total price means the Bus price & AMC price offered for the period of 03 years or 2,20,000 KMs on Net Present Value (NPV) as per Annexure – 14.**

25. AWARD OF CONTRACT: AWARD CRITERIA:-Subject to the above, the Purchaser will consider the Bidder whose Bid has been determined to be responsive, complete and in accordance with the RFP document and whose offer on evaluation has been determined to be the lowest acceptable offer.

26. PURCHASER RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject any Bid, and to annul the Bid Process and reject all Bids without assigning any reason.

27. NOTIFICATION OF AWARD:-Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder through fax / mail to confirm in writing by Registered/Speed Post as well Online that his Bid has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'Letter of Acceptance') shall have in detail the sum which the Purchaser will pay to the Contractor.

28. SIGNING AND ACCEPTANCE OF 'LETTER OF ACCEPTANCE'

28.1 Upon receipt of the **'Letter of Acceptance'**, the successful Bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorized signatory within 15 days from the date of receipt of Letter of Acceptance. However, the Contract shall be deemed to be concluded on the date of dispatch of the 'Letter of Acceptance' by the Purchaser.

28.2 Upon return of 'Letter of Acceptance' from the successful Bidder, Contract in accordance with the form of agreement prescribed with the RFP Document, shall have to be signed by both the parties **(Annexure 7)** within next 15 days. The successful Bidder shall get the correct amount of Stamp Duty adjudicated in accordance with the applicable law, and submit the same in two copies duly stamped and executed within thirty days from the dispatch of ' letter of Acceptance'. The Purchaser will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder.

28.3 At the time of signing the Contract, the successful Bidder shall be required to give an undertaking in the form of Affidavit on Non-judicial Stamp Paper of appropriate value Notarized conformity with the requirement **(Annexure-8).**

29. PERFORMANCE SECURITY:- Within 30 days of dispatch of the **'Letter of Acceptance'** from the Purchaser, the successful Bidder shall furnish to the Purchaser a Performance Security for an amount equivalent to 10% of the total Contract value (excluding AMC rates) as per **Annexure- 6.**

30. CORRUPT PRACTICES

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard to ethics during the procurement and execution of the Contract.

SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

1. INTERRPRETATIONS

In the contract, unless the context otherwise requires:

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

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

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

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

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

2. PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

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

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

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

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

2.5 The Contractor/Bidder shall be absolutely liable for the technical design and manufacture of the bus as per the design and final drawings approved by the Purchaser. It shall not be open to the Contractor/Bidder to contend at a later stage that a particular change / deviation in the 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/Bidder.

3. CONTRACT

3.1 The contract shall be for supply (including testing, commissioning & maintenance) of buses of the description, specifications and drawings and in the quantities set forth in the contract. The chassis used for fabrication of the fully built bus should be new (not manufactured before the six months from the date of delivery of the fully built bus) and bus body fabrication shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer and Purchaser.

3.2 The whole contract is to be executed in the approved, substantial and workman like manner, to the entire satisfaction of the Purchaser. Purchaser shall have full power, at every stage of progress, to inspect the chassis / buses at any times as he may deem fit and to advise for rectifications, if any and even 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. **(Annexure –7)**

4. PERFORMANCE SECURITY

4.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a Bank Guarantee in the Performa prescribed in the RFP document within 30 days from the date of dispatch of the **'Letter of Acceptance'** of the bid by the Purchaser, for an amount equivalent to 10% of the value of the contract (excluding AMC estimated value) in Indian Rupees.

4.2 In case of delay in submission of performance security the Purchaser shall, without prejudice to other remedies under the contract, levy/deduct penalty @ 0.5% of the total value of the contract (inclusive of duties & taxes but excluding annual maintenance contract charges) for delay of each week or part thereof.

4.3 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance security in whole or in part in the event of any default,

failure or neglect on the part of the Contractor/Bidder in the fulfillment or performance in any manner whatsoever of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser.

4.4 The Bank Guarantee shall remain in full force and effect during the period of AMC for satisfactory performance and fulfillment in all respects of the contract.

5. LIQUIDATED DAMAGES

5.1 Liquidated damages—if the contractor fails to deliver any or all of the buses or fails to complete the commissioning of same within the delivery period (s) specified in the contract, the purchaser shall, without prejudice to other remedies under the contract, levy/ deduct per estimated liquidated damages as follows:

5.2 @ 0.3% (Zero point three per cent) of the total value of the buses (inclusive of duties & taxes) which the contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on to 4 (four) weeks of delay, and

5.3 @ 0.5%(zero point five per cent) of the total value of the buses (inclusive of duties & taxes) which the contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is between 4 (four) weeks and 8 (eight) weeks and

5.4 @ 0.75% (zero point seven five percent) of the total value of the buses (inclusive of duties & taxes) which the contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is beyond 8 (eight) week. The decision of purchaser shall be final in this regard.

Example: In case delay period is 32 days, then pre-estimated Liquidated damages shall be worked. @ 0.5% for 5 weeks.

5.5 The amount of pre estimated Liquidated damages to be charged under the contract, in terms or preceding sub clauses shall not exceed 10% of the total value of contract (inclusive of duties & taxes but excluding annual maintenance contract charges).

6. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

v) Any other case or situation involving national security.

7. <u>FORCE MAJEURE</u>

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

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

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

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

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

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

8. DELIVERY

8.1 The delivery of 49 Non AC Low Floor Buses including prototype bus is to be completed within the contracted delivery schedule of 120 days (four months) from the date of issue of confirm Purchase Order. If the Contractor/Bidder fails to complete the supplies within contracted delivery period of 120 days, the Purchaser shall take actions as per Clause 5 of General Conditions of Contract.

8.2 The Contractor/Bidder shall, as may be required by the Purchaser, deliver at the place/places detailed in the contract, or purchase order the quantities of the buses detailed therein. The buses shall be delivered not later than the dates specified in the contract/purchase order otherwise penalties would be imposed as per penalty clause number 5 of RFP.

8.3 The Contractor/Bidder shall commission the buses within 15 days of receipt of buses at the consignee's end. If the Contractor fails to commission the buses during aforesaid period, the Purchaser shall take action as per **clause 8.10** of General Conditions of Contract.

8.4 Notwithstanding any inspection and approval by the Inspection Officer, ownership of the buses shall not pass on to the Purchaser until the buses have been received at the destination i.e. at CTU- Workshop in Chandigarh.

8.5 The Purchaser shall not be liable to render assistance to the contractor/bidder in securing or in arranging or providing transport for the ordered Buses/Goods.

8.6 The contract shall be severable contact, successful bidder shall make month wise supplies of the buses as per the delivery schedule indicated in the contract. Each and every monthly installment of the buses shall be treated as separate contract. Failure to comply with month wise delivery schedule shall attract pre-estimated liquidated damages, risk purchase & other provision of the contract

8.7 The Contractor/Bidder shall give call for pre-dispatch inspection of the buses for each monthly installment before ten days from the estimated date of dispatch, failing which Purchaser shall not be liable for delay in inspection and supplies of buses.

8.8 The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery must be completed not later than the date (s) so specified or extended.

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

8.10 A failure or delay by the Contractor/Bidder in the performance of his obligations for delivery and commissioning of buses, the Purchaser at his discretion may take any one or all of the following actions :

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

b) Forfeit the Performance Guarantee: and/or

c) Effect purchases at the Bidder's risk and cost for the unsupplied quantity as per clause 9.2 herein after, and/or

d) Extend the delivery period for the unsupplied/non- commissioned quantity with imposition of pre estimated liquidated damages.

8.11 If at any time during performance of the Contract, the Contractor/Bidder should encounter conditions beyond his control impeding timely delivery of the buses, the Contractor/Bidder shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser may evaluate the situation and may, at his discretion, extend the Contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. The extension so granted if any, shall not levy any penalty as specified in the aforesaid clauses. .

8.12 Subcontracting of the AMC shall not be permissible. This means that the Contractor shall not sub-let the Contract to any other firm/entity. However execution of contract through its authorized network shall be permitted subject to the conditions that the contractor shall be solely and fully responsible for the AMC of the buses during the Contract period.

9. OPTION CLAUSE

9.1 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.

9.2 The 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 of additional amount separately within 30 days from the date of amendment of increased quantity in the same manner & method prescribed.

10. LAWS GOVERNING THE CONTRACT

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

11. SETTLEMENT OF DISPUTE AND ARBITRATION-

11.1 **Amicable Resolution**

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

b. Either Party may require the Dispute to be referred to Transport Secretary, Union Territory, Chandigarh for amicable settlement. Upon such reference, both the Parties and the Transport Secretary or his nominee (who can be an employee of Chandigarh UT dealing with the Contract or otherwise) shall meet at the earliest mutual 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 of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

11.2 Arbitration-

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by Union Territory,Chandigarh,1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman will be the Transport Secretary, Chandigarh Administration, Chandigarh. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

The place of arbitration shall be Chandigarh.

(c) Language

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

(d) Procedure

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

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The parties hereto hereby waive, to the extent permitted by Law, any rights

to appeal or to review of such award by any Court or Tribunal. The Parties here to agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) Fees and Expenses

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

(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.

12. SECRECY

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

12.2 Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorize the purchase of the buses at the risk and cost of the Contractor/Bidder, as applicable.

13. WARRANTY

13.1 The Contractor/Bidder will be responsible for any defect or failure of Buses or equipment provided in these buses due to defective design, material or workmanship, for operation of buses as per standard warranty offered by the bus manufacturer applicable for each bus.

13.2 The contractor/Bidder will ensure to supply the spare parts during the warranty/post warranty period and till the life cycle of the buses.

14. INSPECTION OF BUSES AT DESTINATION STATION

14.1 On receipt of the Buses at the place of delivery, the buses shall be jointly inspected by the Contractor/Bidder and the Purchaser for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, occurred during the transportation of the buses to the destination, if any shall be noted and the Contractor/Bidder shall be initiated for immediate rectifications. However,

inspection of the individual bus shall be carried out by an authorized team / person at the supplier manufacturing unit before the dispatch of each bus and the buses should be dispatched to the destination on obtaining satisfactory Inspection report from the Purchaser.

15. REMOVAL OF REJECTED BUSES

15.1 On rejection of any bus, during the inspection or assessment of performance during testing and commissioning at a place other than the premises of the Contractor/Bidder, such buses shall be removed by the Contractor/Bidder at his own cost within two weeks from the date of intimation of such rejection.

16. PAYMENT TERMS

16.1 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) Mobilization advance: 30 % of the total value of the supply order against the equivalent Bank Guarantee in favour of Director Transport ,U.T., Chandigarh. This bank guarantee shall be over and above the performance Bank guarantee and shall remain valid till the supply of 1/3rd of the total order. This bank guarantee shall be over and above the bank guarantee in clause 4 of General Conditions of Contract (GCC).

b) Payment on delivery of buses : 60% of the total value of the order at time of delivery of the vehicles

c) Final payment: 10% of the total value of the supply order after the satisfactory inspection report from the inspection team deputed by the Director Transport ,U.T.,Chandigarh and within 30 days from the delivery of the vehicles and submission of the bills complete in all respects

17. SERVICE MANUALS AND SPARE PARTS CATALOGUES

Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc., shall have to be provided along with the buses free of cost.

18. TRAINING--The Contractor/Bidder shall arrange orientation training for drivers @ three drivers per bus at Chandigarh for 5 working days before the actual commission of the buses. Similarly, training shall be arranged at Chandigarh for 5 days of 50 workshop staff/ technicians / supervisors/ engineers in batches of 25 (total 250 man days). Bus fuel/ available facilities with the purchaser will be provided by the purchaser and course material will be provided by contractor on **'free of cost'** basis. This training will be provided free of cost as and when required by the purchaser during the currency of contract.

19. DUTIES & TAXES

19.1. The Bidders are required to indicate the breakup of duties and taxes payable by them in their Financial Bid.

20. **ANNUAL MAINTENACE CONTRACT (AMC)—Annexure-"13"**

20.1 The Contractor shall be required to submit their comprehensive AMC offer for maintenance of bus up to 03 years or 2,20,000 KMs whichever is later for complete bus system inclusive of consumables, spare parts, replacement of assemblies/subassemblies, systems etc. taking into account preventive/docking maintenance , normal wear & tear, major repairs/over hauling and break downs as well as limited accidental repairs (mechanical & body) upto 10,000/-, broken lights, repairing of lighting system and routine body repairs etc, inclusive of labour cost to ensure 95% availability on daily basis during the AMC period. The contractor shall be responsible for carrying out repairs and servicing etc. for complete buses (including supply of consumables, replacement & fitment of spare parts / body parts/ aggregates/ assemblies/ subassemblies etc) including tyres, tubes, flaps and batteries till 03 years or 2,20,000 KMs whichever is later.

20.2 In case buses do not operate on any particular day because of natural disaster, riots or such other reasons beyond the control of Contractor, this period shall be excluded while calculating the availability of the buses. Similarly where the bus cannot operate because of being impounded in police/ judicial custody or for such other reason, the period shall be excluded for calculating the availability of the bus provided the non availability of the bus is not fault of the Contractor. Whether the contractor was responsible for the event or not, the decision of the purchaser shall be final in this regard.

20.3 Each bus shall be under standard warranty offered by the bus manufacturer. Under AMC, during warranty period, the contractor shall charge for providing comprehensive maintenance of the buses, excluding servicing/ spares parts / consumables /labour cost etc covered in warranty. The AMC charges will be applicable as per the actual KMs covered as quoted in the AMC slab system.

20.4 These buses shall be attended at Purchaser Depots as well as for minor repairs on line to minimize down time. The maximum response time for break down complaint on line, during annual maintenance period (i.e. time requested for supplier's maintenance engineers to report to the site after a request call /telegram /fax /email is made or letter is written) shall not exceed 3 hours within Chandigarh or in immediate vicinity of Chandigarh. Any delay beyond 3 hours on line, the penalty will be imposed on the contractor on a/c of missed KMs on that day taking into consideration the average traffic revenue of the last one month. During Annual Maintenance Contract Period, the Contractor would provide his well trained resident engineers/ Technicians/ trained staff etc to attend to the maintenance and servicing of buses to ensure quality

assurance/contract etc. and for checking and preventive maintenance prior to the schedule of departure of each bus daily/regularly.

20.5 The bus maintenance shall be on regular basis to ensure 95% daily availability on daily basis during AMC period. In case of failure to arrange for immediate repair/maintenance to keep 95% availability, the contractor shall be liable for pre-estimated damages of Rs.4,000/- per day per bus. The amount of pre-estimated damages will be recovered from outstanding payment of the contractor or from performance security as the case may be. The Contractor agrees that the aforesaid pre-estimated damage is a fair and genuine pre-estimated and he shall not dispute the same in any manner.

20.6 Repairs due to accidents because of the reasons attributable to the defects / mechanical failure/ fire of the bus shall be the responsibility of the Contractor. However, in case of any dispute a joint committee consisting of two member each of both parties will decide the case. Decision of “Director Transport, U.T., Chandigarh” will be final in case the joint committee fails to decide the matter conclusively.

20.7 The cost of repairs on account of the accidents due to war, civil commotions, strikes floods, earthquake, explosion etc. shall be borne by the Purchaser.

20.8 Subject to cost of repairs to the extent of material cost only shall be paid by the purchaser and in all cases the labour cost under any circumstances shall not be borne by the purchaser and shall be borne by the Contractor. In all cases the labour cost under any circumstances shall not be borne by the purchaser and shall be borne by the contractor. The cost of repair on account of minor scratches, dents & paint touching upto Rs. 10,000/- shall also not be charged to the purchaser and the bus will be repaired at the cost of the Contractor. In case of replacement of metallic parts/ components / spares / items/ material, maximum applicable rebate of the list price shall be given by the Contractor to the purchaser towards retaining the unserviceable/ defective parts/ items by the Contractor in lieu of scrap.

20.9 Minimum reasonable & justifiable rates including all taxes along with service taxes, if any on per Km. basis in following slabs shall have to be quoted for the buses for Annual Maintenance Contract (on account of comprehensive labour and consumables):- **Annual Maintenance Cost**

Description	**Kms.**	**AMC Charges per KM (Basic Price)**	**Service Tax on AMC Charge, if any as presently applicable**	**Vat or any other Govt. levies, as presently applicable**	**Total AMC charges payable per Km including service Tax, Vat and other Govt. levies. if any (In Rupees) In figure**	**In words**
For operation of Buses till 2,20,000 KMs						
0 - 75,000	**75000**					
75,001 - 1,50,000	**75,000**					
1,50,001 - 2,20,000	**70,000**					

NOTE- Bidder should not quote AMC rates in the above table. It is only for reference. AMC rates in the above slabs shall have to be indicated in the Financial bid in the prescribed format available at Annexure – 5, and should quote in Financial Bid Online. The Contract of AMC is at Anneuxre-13.

20.10 **All supplies of spares including Tyres, Tubes, Flaps and batteries for the Annual Maintenance Contract shall be taken care of by the Contractor/ Bidder by using his own resources including import if necessary**. All spares supplied will be of manufacture's brands or brands as indicated by the Contractor in the bid and/ or in the Contract. No change in the manufacturer's brands or brands as indicated by the contractor in the bid and/ or in the contract in normal course and the contractor is at liberty to mention as many brands as possible In the bid itself. However, the alternate brand meeting the contract specifications may be allowed with prior intimation to the Purchaser subject to meeting the required specification. The consumables & lubricants shall be of brands as recommended by the manufacturer.

20.11 The Purchaser shall provide adequate sitting space for Contractor's engineer /technician/ labourers at its depot during AMC period (including warranty period). The Purchaser shall also provide storage space for storing the essentials spares for maintenance of buses. However, Contractor shall be required to bear the expenditure towards cost of Electricity, water and such other charges which he has to incur to provide the AMC services. Contractor shall settle all the expenditure towards electricity/ water and such other charges/ bills, which he has to incur to provide the AMC services on regular basis and submit documentary proof in support of that along with bill for AMC payment.

20.12 In case Contractor fails to pay the outstanding bills of water electricity etc as mentioned above, the Purchaser will make the payment of AMC charges after recovering necessary deduction on account of outstanding bills. Contractor shall be required to make his own arrangement for Plant Machinery, Tools, Jigs, & fixtures etc. required for proper Maintenance and Services during Warranty and AMC period.

20.13 The contractor will maintain the buses on line for minor repairs. The repairs of routine nature/ inspection of the buses shall be under taken at Purchaser's depot. However, major repairs shall be undertaken at the Contractor's own workshop, Towing of vehicle/buses from the place of failure accident to the place of repairs shall be the responsibility of the Contractor. No extra cost shall be paid by the Purchaser for towing of vehicles.

20.14 Payment for AMC will be made after every two months. After every two months, the contractor will submit the bill. The purchaser will arrange the payment within 21 days of receipt of bill subject to any recoveries towards pre-estimated damages as per clause of GCC above or any other charges recoverable as per terms and conditions of the contract. TDS will be deducted at source from the payment of contractor as per applicable law.

20.15 In case contractor does not perform the AMC contract satisfactorily, purchaser may terminate the contract, forfeit the performance guarantee and take action as per clauses of GCC for remaining portion of AMC period. Purchaser's decision in this regard shall be final.

20.16 The contractor shall be responsible for taking Fitness Certificate. However purchaser to take care of Pollution under control certificate and such other statutory certificates as are required to be taken from time to time at his own cost during the entire AMC period (including warrantee period). No extra time shall be given to the contractor for maintenance services and other jobs viz. getting, fitness certificate etc. Any extra time taken by the contractor for such works will be taken as down time & shall be so taken for the purpose of calculating 95% availability during AMC period.

20.17 It shall be the responsibility of the Contractor to comply with all the laws as applicable from time to time during the period of Annual Maintenance contract including Employees State Insurance/Labour/Provident fund and /or any other statutory requirement for the Contractor personnel the contractor may asked by the purchaser to submit proof of making statutory payment. On the failure on the part of Contractor to furnish the same, the purchaser may make deductions as necessary from the pending payments towards meeting the cost of due statutory payments. Further the contractor will keep the purchaser indemnified against the payment of any statutory duties, payment of which is the responsibility of the contractor .

20.18 The calculation of kilometerage for the purpose of AMC charge and other wise shall not be as shown by the milometer/speedometer of the bus. Instead the kilometers covered by the buses shall be decided on the basis of actual kilometers operated by the bus and as recorded on the driver's memo and purchaser's control room. The kilometerage recorded by the bus in the duty memos shall be regularly transferred to the log book of the bus for record and for calculating payment of AMC charges. However, in case the dead mileage of the buses is more than 5% of the total mileage covered by all the buses of the depot per day, the excess dead mileage will be included in the total recorded Kms. covered for the purpose of calculation of AMC charges.

20.19 Subcontracting of the AMC shall not be permissible. This means that the Contractor shall not sub-let the Contract to any other firm/entity. However execution of contract through its authorized network shall be permitted subject to the conditions that the contractor shall be solely and fully responsible for the AMC of the buses during the Contract period.

20.20 The contractor shall be responsible for all upkeep and maintenance including exterior and interior cleanliness and presentability of the bus. No bus shall leave for day operation unless or until it is properly maintained. In case of non compliance of the same by the contractor, warning in the first case and thereafter on repetition, the penalty

will be Rs. 1000/- per such incident. The decision of the purchaser shall be binding on the contractor in this regard.

20.21 The purchaser reserves his right to advertise in or use for publicity the interiors and exteriors of the bus, in any form and manner as deemed fit, during the currency of the contract. The contractor will not claim any share in the revenue arising out of this advertisement/ publicity. Further, the contractor will not claim any extra cost of maintenance on this account. The contractor will take care of the advertisement/publicity materials while carrying out the maintenance activities. Nor should the quality/parameters of the AMC services provided by the contractor get impaired due to such advertisement /publicity.

20.22 The purchaser reserves his right to install value added services such as CCTV, Cameras/phone/entertainment and information equipment etc and other gadgets/equipment such as Automatic Vehicle Tracking System, Global Positioning System, Automatic Ticketing Machine etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. The contractor will not claim any share in the revenue, which may accrue to the purchaser due to the aforementioned services/equipment/gadgets. The contractor will also not increase or hike the AMC charges under the contract because of above nor should the quality/parameters of the AMC services provided by the contractor get impaired due to such installations equipment. The contractor will take due care so as to ensure that there is no damage to the installation/equipment etc, while providing the maintenance service. The purchaser may have a separate maintenance contract for these additional equipment/ installation and the contractor will have no objection for the same. The contractor shall take due care that any such equipment is not damaged during maintenance/ cleaning/ washing of buses.

20.23 The technical specifications and other parameters of performance of the bus as provided in the contract will be maintained by the contractor during the entire AMC period (warranty and post warranty) up to 2,20,000 KMs. or 03 years whichever is later.

20.24 The purchaser will carry out inspection of the maintenance & repair work done by the contractor, as per the standard norms of Vehicle. The purchaser shall inspect all buses of the depots daily for Body condition, assemblies, spares and other accessories and if any of these is found lost / missing during the repair and maintenance, a joint committee consisting of two members each of both parties will decide the case. Any dispute will be referred to the “Director Transport UT, Chandigarh”, whose decision will be binding on both the parties.

20.25 The purchaser reserves the right to increase/ decrease the number of schedules sanctioned as well a inter unit transfer of buses as and when required.

20.26 The buses in the purchaser's depot will be driven handled only by the personnel of the Contractor who have valid heavy Driving license/ PSV badge as per laws. The buses will be driven by his personnel only for the purpose of attending to breakdown /accident place and repair/ maintenance work within the depot premises or from depot to the place of breakdown/ accident & back to the depots.

20.27 The purchaser shall allow the contractor to use available workshop facility of the concerned depots only for the purpose of maintenance/ repair work of CTU Buses. The contractor shall ensure the use of these workshop facilities properly and maintenance/ repair of the same will be done by the contractor. For any damages/ loss to the workshop facilities the contractor shall be held responsible and amount of the loss will be recovered from the contractor. The amount of loss will be worked out by a joint committee consisting of two members each of both parties who will decide the case and the decision of the committee in this regard shall be binding on both the parties. In case the committee fails to reach any conclusion, decision of "Director Transport U.T., Chandigarh" shall be final.

20.28 Necessary civil construction work in the workshop will be provided by the purchaser. All the workshop activities like installation of Plants & Machinery, washing platform, storage of material and lubes etc. Hand tools, other Special tools and tools & plants required for Repair & maintenance work will be arranged by the contractor at their own cost. Prescribed Speed Control limits of buses will have to be mentioned & checked time to time by the contractor.

20.29 The contractor will be responsible to keep the premises/place under Contract in tidy and hygienic condition otherwise purchaser will recover the estimated damages from the Contractor.

20.30 The contractor shall obtain necessary license/ permit under the prevailing law and also fulfill the provision of labour laws and industrial disputes act for which any issue arising out of these provision of law, the purchaser will not be liable and responsible for the same.

20.31 The Contractor will be responsible for payment of all statutory levies including ESIC Contribution, PF etc. in respect of the staff engaged/deployed by him for maintenance of the buses in the Purchaser's premises. Also The contractor shall fulfill all the provision of rules and regulation of the prevailing laws like labor laws, industrial dispute act, Workman Compensation Act, Factory Act, motor vehicle act and with amendments if any. Any dispute arising out of the prevailing laws the contractor shall be liable and responsible for the same.

20.32 The loose items supplied along with each bus as prescribed in documents provided by the contractor as per CMVR will be made available to Contractor for the purpose of fulfilling obligations under the contract.

21 Training -- The Contractor/Bidder shall arrange training for drivers @ three drivers per bus at Chandigarh for 5 working days before the actual commission of the buses. Similarly, training shall be arranged at Chandigarh for 5 days of 50 workshop staff/ technicians / supervisors/ engineers 50 (total 250 man days). Bus fuel/ available facilities with the purchaser will be provided by the purchaser and course material will be provided by contractor on **'free of cost'** basis. This training will be provided free of cost as and when required by the purchaser during the currency of contract.

22 All the unserviceable /defective parts /items/ used lubricants etc. replaced by the contractor from the Buses shall be the property of the Contractor.

23 The Contractor shall take adequate insurance cover for the buses, in custody of the contractor for maintenance which shall include the buses parked in depots under repair during AMC period, to protect the Purchaser from any loss because of damages (including fire) to the bus. The loss of whatsoever nature/ kind while the bus is in transit from the Depot to the repair/maintenance workshop of the Contractor, shall be borne by the contractor except and to the extent it is indemnified or realized from the insurance Policy undertaken, if any, by the Purchaser.

24. The Purchaser reserves the right to cancel the Annual Maintenance Contract at any time during the currency of Contract after giving six months prior notice to the Contractor. In such case, the Contractor shall have no claim on the purchaser and remove his manpower and machines/ equipment from the site and vacate the site within six months of receipt of such notice of cancellation; of AMC.

25. The contractor will be responsible for meeting the cost and consequences, whether civil or /and criminal, of any Challan fine /prosecution etc. owing to any act or negligence on the part of the contractor under the contract.

26. Adverse operating conditions shall not affect the contractual obligations and parameters of performance of the contractor under the contract, wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. will not be defense on the part of the contractor for not fulfilling his contractual obligations as per the contract.

27. The rectification/ replacement of failed components /equipment will have to be undertaken by the contractor free of charge at purchaser's Workshop /depot. The contractor shall collect the failed and defective components/ equipments from purchaser site and send them to the works of the suppliers at his cost and responsibility. This will be arranged directly by the contractor or his representative. Further, if any design modification be required to be made in any assembly/ sub assemblies such as Diesel Engine, Automatic transmission, air suspension, front axle, rear axle, steering system, electronic destination board of the buses etc., the period of warranty/ guarantee would commence from the date when the modified assemblies /sub assemblies/ parts design is commissioned in service.

28. The contractor will be required to station required no. of competent engineers/. Supervisor along with necessary spare parts during testing and commissioning of the buses at his cost. However, at least one competent engineer will necessarily be stationed during the entire warranty/AMC period for the evaluation of the performance of the buses and keeping liaison with the purchaser. Necessary technical personnel will also be deputed by the contractor at his cost for investigating defects and failures and carrying out modification as and when required during the warranty period.

29. The contractor shall ensure 95% bus availability on daily basis during AMC period. In case of failure to keep 95% availability of the buses, the contractor shall be liable for pre estimated damage of Rs. 4000/- per bus per day during AMC period.

WARRANTY –30.1 The Contractor/Bidder will be responsible for any defect or failure of Buses or equipment provided in these buses due to defective design, material or workmanship, for a standard warranty period offered by the bus manufacturer individually for each bus from the date of placement in service after registration from Transport Department, Chandigarh. The rectification / replacement of failed components / equipment will have to be undertaken by the Contractor/Bidder free of charge. The Contractor/Bidder shall collect the failed & defective components/equipment from Purchaser's site and send them to the works of the supplier at the cost and responsibility of Contractor/Bidder.

30.2 The Contractor/Bidder will be required to station required number of competent engineers/supervisors along with necessary spare parts during testing & commissioning of the Buses at his cost. However, at least one Competent Engineer will necessarily be stationed during the entire warranty & AMC period for the evaluation of the performance of the Buses & keeping liaison with the Purchaser. Necessary technical personnel will also be deputed by the Contractor/Bidder at his cost for investigating defects and failures and carrying out repair & maintenance / modifications as and when required during the warranty & AMC period.

30.3 Any non availability of bus for more than 3 hours (three hours) on line, the penalty will be imposed on the contractor on a/c of missed KMs on that day taking into consideration the average traffic revenue of the last one month.

31. **FALL CLAUSE--**In case, during the currency of the Contract/Bidder, the contractor offers to supply/supplies the buses and/or offers to maintain/maintains (Annual Maintenance Contract), the buses conforming to the same specification as in the present contract to any State or Central Govt. Department, State Transport Undertaking. Central or State Undertaking at rates lower than the rates accepted against the present contract, such lower rates shall also be made applicable to all the buses supplied to the Purchaser in the present contract and payment shall be deducted /adjusted accordingly.

SECTION VI: SCHEDULE OF REQUIREMNTS (SOR)

Item No.	Description of Work	Tendered Quantity (in nos.)	Warranty period & AMC period	Period of supply of Buses	Consignee	Earnest Money Deposit (EMD)
1.	Design, Manufacturer, supply, Testing, commissioning and Maintenance of **Fully Built Low Floor (max 400 mm) Diesel City Type Non AC Buses** conforming to Bharat Stage-III norms or latest as per specification given in RFP Document.	**49 Nos.**	Maintenance upto 2,20,000 Kms. Or 03 years inclusive of standard warranty period as offered by the bus manufacturer with respect to each bus	120 days from the date of issue of Letter of Acceptance	Divisional Manager, CTU & Director Transport, Union Territory, Chandigarh	Indian Rupees 40 lakhs.

NOTES:-

1. Bid shall be submitted online in two bids system and Bid shall be complete in all respects.
2. Attention of the bidders is invited to the Instructions to Bidders regarding deposit of earnest money/bid security. Any bid not accompanied with earnest money in one of the approved modes shall be summarily rejected.
3. Bidders shall quote the price as per RFP document and also give the detailed breakup of the quoted price.
4. The bidders shall quote on the basis of “Instructions To Bidders”, “General Conditions of Contract” and “Schedule of Requirements” given in the RFP document. The deviation in the commercial terms, if any, should be clearly brought out in the deviation statement.
5. The bidders shall quote as per the technical specifications complete in all respect. The deviations in the technical specifications, if any should be clearly brought out in the deviation statement.
6. In case, the last date of bid submission/opening falls on a gazetted holiday or the said date is subsequently declared a holiday after the date of publication of RFP/tender document, the last date for opening of the bids shall be the next working day at the appointed time.
7. **Bids from traders, agents, brokers and middlemen will not be accepted**.
8. Price for Annual Maintenance Contract (AMC) should be quoted separately.

SECTION VII: TECHNICAL SPECIFICATIONS FOR TYPE OF BUS

1. SCOPE

1.1 The bus design shall be energy efficient, environment friendly, safe and secured for transportation of passengers besides the following main attributes among others:

I. Passenger comfort.
II. Ergonomically designed driver's work area.
III Ease of repair and maintenance.
IV. Aesthetically designed interiors and exteriors.
V. Ease of boarding and alighting for all passengers.
VI. Ease of accessibility to persons with disabilities.

1.2 Salient technical specifications are to be provided for each type of bus separately by the Bidder and the same shall form a part of **"Technical Bid". (Annexure -12)**

1.3 Additional aspects pertaining to the Technical Specifications.

2. TOOL KIT

The complete list of tools in the tool kit to be supplied with every bus shall be provided to the Purchaser.

3. INSPECTION AND TESTING

The bus will be inspected at various stages of fabrication by the Purchaser's representative at the manufacturer works.

4. MAINTENANCE SPARE AND MATERIALS

The Bidder shall provide the details of the components/spares required for maintenance of the vehicle.

5. Warranty/Guarantee

The fully built bus shall be covered under standard Warranty/ Guarantee as offered by bus manufacturer.

6. STATUTORY REQUIREMENT

The Bidder shall meet all statutory requirements in respect of each and every item of the bus.

SECTION VIII **BID FORM, ANNEXURES AND OTHER FORMATS**

ANNEXURE- 1

PROFORMA FOR STATEMENT OF DEVIATIONS

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

Bid No._____ Date of Opening:

_____

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

CLAUSE DEVIATION REMARKS (including justification)

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

_____

(Signatures and Seal of the Bidder)

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

ANNEXURE – 2

PROFORMA FOR STATEMENT OF DEVIATIONS (FROM TECHNICAL SPECIFICATIONS

Bid No._____ Date of Opening:

_____

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

CLAUSE DEVIATION REMARKS (inclusive justification)

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

Signatures and Seal of the Bidder

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

ANNEXURE – 3

PROFORMA FOR SUBMISSION OF BID

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

Bid No._____ Date of Opening:

To _____

1. Having examined the **'Instructions to Bidders' 'General Conditions of Contract', 'Technical Specifications', 'Schedule of Requirements'** and the Proformas /Annexures for the above Bid, we the undersigned offer to supply, 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 Financial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the Make/Model as the quantity of the buses offered are given in the Annexure. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in Format (**indicated in the Technical Specifications).**

2. We undertake, if our Bid is accepted, we shall commence the supply of Buses as per delivery schedule offered by us to complete the Supply, Testing and Commissioning of the Buses as per the Delivery Schedules and to guarantee satisfactory working of the buses/fulfill our obligations under the **Warranty/Annual Maintenance Contract** for the period as per **RFP Document.**

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

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

5. We agree to abide by this Bid for a minimum period of **120 days** from the date of opening and it shall be remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.

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

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

8. We understand that you are not bound to accept the lowest or any offer you may receive against this bid. We also agree that you may change/modify the evaluation criteria as specified in the RFP document.

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

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

Dated_____ day of _____ 2013

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

Address

Witness **Signature of Bidder**

Name _____

Address_____

Occupation_____

INFORMATION ON TECHNICAL SPECIFICATIONS TO BE FILLED AGAINST EACH PARAMETERS AND SUBMITTED AS A PART OF TECHNICAL BID-	
1	**Vehicle Characteristics**
1.1	Name of Model & Variants:-
1.2	Type of Control (normal control/Full forward control etc.):-
1.3	Wheel base:-
1.4	Number of Axles &Wheels:-
1.5	Bus Integral Frame (Overall drawing):-
2	**Type**
2.1	Cross sectional view:-
2.2	Position & arrangement of engine:-
2.3	Dimension (in mm) (Specify drawing reference):-
2.4	Bus Length mm:-
2.5	Bus Width mm:-
2.6	Bus height (Unladen) mm:-
2.7	Wheel Base mm:-
2.8	Wheel Track mm :-
2.9	Front :-
2.10	Rear :-
2.11	Body Overhang mm :-
2.12	Front end :-
2.13	Rear end
3	**Details of Assemblies: Make, type, type approval certificate No. & date etc**
3.1	Engine :-
3.2	Manual/Automatic Transmission System with inbuilt retarder/ without retarder :-
3.3	Front Axle :-
3.4	Rear Axle :-
3.5	Steering :-
3.6	Suspension System :-
3.7	Details of Brake System :-
3.8	Cooling System :-
3.9	Wheels & Tyres :-

3.10	Others :-
4	**Body**
4.1	Type of Body (Type-I or As per Bus code) :-
4.2	Comfort Category (NDX or As per Bus code) :-
4.3	Dimension drawing & photograph of the vehicle with representative body :-
4.4	Range of Vehicle dimension (overall) :-
4.5	Material used for construction :-
4.6	Structure Material :-
4.7	Size of Sections (Proposes to be used) :-
4.8	Area for Passenger (meter square) :-
4.9	i) For Seated Passengers :-
4.10	ii) For Standing Passengers :-
4.11	Number of Passengers :-
4.12	i) Seated (Specified minimum Nos.) :-
4.13	ii) Standing (As per Bus code) :-
4.14	Number of Passenger seats (As per Seat Layout) :-
4.15	Passenger Capacity :-
4.16	i) Maximum (including Driver) :-
4.17	iii) Minimum (including Driver) :-
4.18	Wheel Chair :-
5	**Clearance**
5.1	Minimum Ground Clearance at axle :-
5.2	Minimum Ground Clearance within the wheel base :-
5.3	Ground Clearance from floor :-
5.4	Approach Angle :-
5.5	Departure Angle:-
5.6	Ramp-over Angle :-
6	**Weight**
6.1	Vehicle kerb weight kg. :-
6.2	Front axle:-
6.3	Rear Axle :-
6.4	Total:-
6.5	Gross Vehicle Weight kg. :-

6.6	Maximum permissible weight kg. :-
6.7	i) Front Axle :-
6.8	ii) Rear Axle :-
7	**Max. Stable Inclination**
7.1	i) Left :-
7.2	ii) Right :-
8	**Tyres**
8.1	No & Arrangement of Wheels :-
8.2	i) Front :-
8.3	ii) Rear :-
8.4	iii) Others :-
8.5	Inflation Pressure – Unladen :-
8.6	i) Front :-
8.7	ii) Rear :-
8.8	iii) others :-
8.9	Inflation Pressure – laden :-
8.10	i) Front :-
8.11	ii) Rear :-
8.12	iii) Others :-
9	**Body Panels & Flooring**
9.1	Outer Panels :-
9.2	Material :-
9.3	Thickness :-
9.4	Inner Panels :-
9.5	Material :-
9.6	Thickness :-
9.7	Roof Panels :-
9.8	Material :-
9.9	Thickness :-
9.10	Flooring :-
9.11	Material :-

9.12	Thickness :-
9.13	Type of Anti-skid Coating & Thickness :-
10	**Service Doors**
10.1	No. Of Service Doors :-
10.2	Position of Service Doors :-
10.3	Dimensions of Service Doors :-
10.4	i) Front :-
10.5	Height :-
10.6	Width :-
10.7	ii) Rear :-
10.8	Height :-
10.9	Width :-
11	**Emergency Exit**
11.1	No. Of Emergency Doors :-
11.2	Position of Emergency Doors :-
11.3	Dimensions of Emergency Doors :-
11.4	i) 1st Height :-
11.5	Width :-
11.6	ii) 2nd Height :-
11.7	Width :-
12	**Emergency Windows**
12.1	No. of Emergency Windows :-
12.2	Position of Emergency Windows :-
12.3	Area (HxW in sq.m.) :-
13	**Escape Hatch**
13.1	No. Of Emergency Hatches :-
13.2	Position of Emergency Hatches :-
13.3	Area (HxW in sq. m) :-

14	**Floor**
14.1	Floor Height from the ground (unladen) :-
14.2	Slope of Floor (if any, with horizontal –longitudinal plane):-
14.3	Details for sunken type wrap over ramp (manually operated) to be fitted on the floor at rear entrance door used for wheelchair for disabled persons :-
14.4	Dimensions :-
14.5	Material :-
14.6	Load carrying capacity :-
14.7	General Drawings to be submitted :-
14.8	Other details :-
15	**Gangway**
15.1	Height :-
15.2	Width (Diameter of gauging device –lower cylinder) :-
15.3	Width (Diameter of gauging device – upper cylinder) :-
16	**Handrails, Handholds, Stanchions &Window Guardrails**
16.1	Positions (attach dimension layout) :-
16.2	No. of Handholds :-
16.3	Dimensions of Handholds :-
16.4	Type of Anti-slip Coating/Covering on stanchions & hand rails :-
16.5	Details of Stanchions :-
16.6	Details of Window Guardrails :-
17	**Entrance / Exit Guard**
17.1	Height from the Floor :-
17.2	Projection from the side wall :-
18	**Passenger Seats**
18.1	Type of Seats :-
18.2	Details of Seat Materials :-
18.3	Seat layout (Drawings) :-
18.4	Seat Width :-
18.5	Width of available space for one seating position :-
18.6	Height of Backrest :-
18.7	Depth of Seat Cushion (base) :-

18.8	Seat Pitch :-
18.9	Seat Base Height :-
18.10	Torso Angle :-
18.11	Seat base thickness :-
18.12	Seat back thickness :-
18.13	Clearance space for seated passengers facing partition :-
18.14	Free Height over seating position :-
18.15	Drawing indicating the seat back angle, seat travel, H-point, Rake angle, F dimension and steering wheel position (Ref. Document ARA1005CMVR101(2) December 1992 or latest approved guidelines) :-
19	**Driver Partition**
19.1	Dimension of partition with respect to rear edge of driver seat (Rear most position of Driver Seat) :-
20	**Driver Area**
20.1	Width from the right side wall :-
20.2	Distance from H-point to Roof Top :-
20.3	Distance between Heel Point & H-point :-
20.4	Distance of H-point from Floor :-
20.5	Distance of lower end of steering wheel from driver seat back :-
20.6	Thigh clearance of Steering Wheel :-
21	**External Projections**
21.1	Ornaments :-
21.2	Projection of Head Light :-
21.3	Radiator Grills (Applicable of on external surface) :-
21.4	Gap between individual elements :-
21.5	Radius of curvature of individual elements :-
21.6	Body Panel :-
22	**Acceleration**
22.1	Speed 0-16 Kmph :-
22.2	Speed 0-32 Kmph :-
22.3	Speed 0-48 Kmph :-
22.4	Speed 0-64 Kmph :-
22.5	Gradability (Stand-start)- with AC ON if installed in case of AC bus :-
22.6	Maximum speed at full load (GVW) (Without speed limiter) :-

ALL RELEVANT DOCUMENTS / DRAWINGS TO BE ATTACHED

Authorized Signatory/Bidder

ANNEXURE 4

FORMAT OF FINANCIAL BID/PROPOSAL FOR BUS

To

_____ Date of

Reference_____

Opening _____

We M/s Name of the Bidder hereby certify that we shall supply the bus

The production methods, quality control and testing of all materials and parts manufactured or used by us are/shall be open to inspection by the representative of the Purchaser. We hereby offer to supply the following items at the price indicated below:

- **PRICES FOR Non Air Conditioned Buses (RS.): The bidder is required to indicate the prices of Non AC Bus**

Item	Description & Model	Quantity	Each Bus Destination Price	Total Destination Price

Total Price in Words in RS.

.....

Break up of Price

(Indian Rupees-INR)

Basic Price	Packing Charges, if any	Excise Duty	Other levies	Sales Tax	Forwarding Charges	Insurance Charges	Freight to Destination	Any other Charges	Destination Price Per Unit
1	2	3	4	5	6	7	8	9	10

NOTES:-

1. Bid shall be submitted online in two bids system and Bid shall be complete in all respects.

2. Bidders shall quote the price as per RFP document and also give the detailed breakup of the quoted price.

Signature of the Bidder

Annexure-5

AMC Rates for Non AC Fully Built Bus Low Floor including Central/ State Taxes or any other taxes, like service tax etc. as applicable from time to time.

Description	Kms.	AMC Charges per KM (Basic Price)	Service Tax on AMC Charge, if any as presently applicable	Vat or any other Govt. levies, as presently applicable	Total AMC charges payable per Km including service Tax, Vat and other Govt. levies. if any (In Rupees) In figure	In words
For operation of Buses till 2,20,000 KMs						
0 - 75,000	75000					
75,001 - 1,50,000	75,000					
1,50,001 - 2,20,000	70,000					

Signature of the Bidder

Annexure-6

PROFORMA FOR EARNEST MONEY/BID SECURITY

To

_____ Date of Opening_____

Bid No._____

1. The Bidder shall furnish separate Bid security (hereinafter also referred to as “Earnest Money Deposit” (EMD) of Rs. 40.00 lakhs. (Rupees Forty Lakhs), for Non AC Buses as part of his Bid. Each bid security shall be sealed in a separate sealed envelope super scribed “Earnest Money Deposit‘’ for Bid due on _____ upto 14.00 hours.
2. The Earnest Money Demand (EMD) should be in the form of ‘’ Account payee Demand Draft’’ or Bank Guarantee in favour of Divisional Manager, CTU, &Director Transport, Union Territory, Chandigarh payable / en-cashable at Chandigarh of any nationalized / Scheduled Commercial Bank, operating in India..
3. Detail of EMD submitted
4. DD No. _____ Dt. _____
5. DD Amt._____
6. Bank Name _____
7. Bank Guarantee detail (if any)_____
4. Any Bid not accompanied with valid Bid Security / EMD in the acceptable form will be liable to be rejected by the Purchaser considering it as non-responsive.
5. No interest will be payable by the Purchaser on the bid security in any case..
6. The Bid Security is liable to be forfeited if the Bidder withdraws amends, impairs, or derogates from the bid in any respect within the period of validity of its bid. The decision of Purchaser in this respect shall be final and binding.

SIGNATURE OF _____AUTHORISED REPRESENTATIVE OF THE BIDDER

ANNEXURE-7

PROFORMA OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the <Date> between _____ having principle place of business at _____, hereinafter called ”the Purchaser” of the one part and M/s. Name of Contractor having its principle place of business at ..... hereinafter called “the Contractor” of the other part.

WHEREAS the Purchaser is desirous that certain Goods and Services should be provided by the Contractor, viz. Supply, Testing & Commissioning of Buses and their maintenance under prescribed warranty period of _____ years or _____ KMs whichever is later and has accepted the Bid submitted by the Contractor for these goods and services.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the buses and services and guarantees the same to be in conformity in all respects with the provision of the Contract.

4. The Purchaser 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 times and in manner prescribed by the Contract.

5. The Contractor agrees that the essence of Contract and other contractual obligation shall become effective from the date of letter of Acceptance 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 cause their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said By the said

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

On behalf of the Purchaser On behalf of the Contractor

In the presence of In the presence of

Witness ..... Witness

..... Name .....

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

Address.....

ANNEXURE -8

AFFIDAVIT PROFORMA

I _____ S/o_____R/o_____ do hereby solemnly affirm and declare as under:-

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

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

DEPONENT

Verification:

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

Verified at _____ on this _____ day of _____2013.

DEPONENT

(Must be attested by Magistrate 1st class)

ANNEXURE-9

PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____ Date of Opening_____

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

- Details are to be furnished for the supplies made by the Bidder in previous Three years (ending on 31st March 2012) prior to the year in which the date of Opening of Bid falls.

S. No.	Supplies made to- (Full Address)	Contract No. & Date	Quantity of order-	Date of Completion of Delivery (As per Contract)	Remarks indicating reasons for Late Delivery if any.	Are the Buses satisfactorily commissioned and giving trouble-free service Attach a Certificate from the Purchaser)

SIGNATURE AND SEAL OF THE BIDDER

ANNEXURE-10

Provisional Acceptance certificate

Name of the Bus

Manufacturer _____ Place of receipt _____

Chassis No. _____ Engine No. _____

Type of Bus: Low Floor_____ bus Date of receipt _____

The fully built bus has been received subject to the final inspection to be carried out jointly with the authorized representative of M/s _____ However, the following observations made during the preliminary Inspection at the time of receipt of the above said Bus.1) Shortage of Loose Items, if Any

2) Shortage of Documents, if any:

3) Visual inspection report (The damage/defect/discrepancies occurred during transit of the bus and the same is to be rectified by M/s _____ before offering for final inspection):

(Authorized representatives of C.T.U)

ANNEXURE -11

Final Acceptance Certificate

Ref. No. _____ Dated: _____

Name of the Bus

Manufacturer: _____ Place of Final Inspection:_____

Chassis No. _____ Engine No. _____

Type of Bus:_____ Date of receipt _____

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

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

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

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

Inspected by _____

ANNEXURE - 12

Broad Technical Specifications for Diesel Low Floor Non A.C City Buses

The salient specifications for **Bharat Stage.III** complaint confirming to **CMVR** requirement and meeting the latest Urban bus specifications and have type approval from ARAI, Pune and Transport Authority are given below:

S. No	Description	Specification	Whether meets the Specification
1	Wheel base	6100mm ±400mm	Yes/No
2.	Bus Width mm	2550 mm minimum, 2600 mm max.	Yes/No
3.	Bus Length mm	12000 mm maximum(As per latest approved Urban Bus Specifications)	Yes/No
4	For bus body fabrication Bus Height (Unladen)	3800 mm max.	Yes/No
5	Interior Saloon Height	1900 mm minimum in Low Floor Area (1700 mm in case of rear saloon area of rear engine bus)	Yes/No
6.	Chassis/body specifications	The all steel ladder type chassis frame or Monocoque design body shall confirm to latest approved Urban Bus Specifications, latest revision of State MV and CMVR Regulations prevailing at the time of supply in all respects. Chassis shall comprise of chassis frame, Engine, Air Compressor, Self starter, Alternator, Radiator, Transmission (Including Clutch, gear Box (Automatic) and Propeller Shafts, Front axle assembly, Rear axle assembly, Air suspension, Power Steering Assembly, Six Wheels with tyre Assembly, Full air brake system with DDU/Air drier and parking brake, 24 V Heavy Duty electrical Wiper Assembly/pneumatic wiper motor, Head and Tail Lamp Assemblies, Electrical Horns, Aesthetically designed Instrument panel and Four way pneumatically adjustable type Driver Seat Assembly with safety belt or driver seat conforming to CMVR requirement, Engine Bonnet with proper insulation, CMVR kit.	Yes/No

7	Engine & FIP	The Diesel Engine shall be 6 – cylinder, vertical, in line, water-cooled with Turbo Charger and Inter Cooler conforming to **Bharat Stage-III** emission norms. Engine Power not less than 130 HP and a minimum torque of 50 Mkg / 500 NM.	Yes/No
8.	Acceleration	0-30 kmph in 10 sec or less Max speed 70 kmph.	Yes/No
9.	Cooling System	The System shall include Radiator, Water pump and fan of adequate capacity with thermostat to control the coolant temperature 85 C to 95 C. The thermostat shall be of fail-safe type.	Yes/No
10.	Pollution & Exhaust gas	The Engine shall meet **Bharat Stage-III** emission norms or latest approved emission norms applicable at the time of delivery of fully built buses. The tenderers shall give a certificate based on their Engine, Dynamo Meter Test the exhaust gas analysis of **CO, HC, NOX** and PM (Particulate matter) in Gms./K.Wh. A Photo Copy of the test certificate issued under CMVR rules by the Competent Authority shall be submitted alongwith the tender and Type approval by ARAI/CIRT Pune for Diesel **BS-III** model is to be enclosed as proof.	Yes/No
11.	Transmission & Clutch	Automatic transmission .Six speed. (5 forward + 1 Reverse)	Yes/No
12.	Front Axle	The Front Axle rigid type shall be with a minimum load carrying capacity of 5400 kg.	Yes/No
13.	Rear Axle	Fully floating type with a minimum carrying capacity of 10200 kg.	Yes/No

14.	Wheel & Tyres	Tyres-6 nos.+ 1 Spare 10.00x20 R 16 PR Radial tyres OR 295/80R 22.5 PR 16 OR 11.00x20R,16PR.of leading tyre manufacturers only.	Yes/No
15.	Steering	The steering position shall be on the right hand side of the bus. The Integral hydraulic power assisted steering shall be sufficiently rugged in design to withstand peak road shocks without risk of component failure or inadvertent alteration of steering geometry. Turning circle radius should be as per CMVR.	Yes/No
16.	Suspension	Air Suspension System (both front and rear)	Yes/No
17.	Details of Brake System	Full pneumatic Brake system shall be provided on all four wheels with Auto Slack Adjusters, and quick release exhaust valve / Relay Valve. Graduate type hand control valve shall be provided for Hand Brake system with actuators operating on rear wheels. The control valve shall be provided on the right hand side of the driver on the Dash Board or floor. Auxiliary tank shall be provided for utilizing air for air suspension etc.,	Yes/No
18.	Gradability	16% to 24 % (As per MoUD guidelines)	Yes/No
19.	Electrical System	As per bus body code AIS 052.	Yes/No

20	Alternator & Self Starter	Dynamically balanced Alternator within inbuilt regulator of Minimum 100 Amps output shall be provided. The Starter Motor shall be with minimum rating of 4.50 K.W. Both these units shall be so located as to prevent ingress of oil or rainwater into them.	Yes/No
21.	Instrument Panel	Aesthetically designed Instrument panel should consists of Speedo meter with KM counter, Air Pressure Gauges, Flashing Side indicator and switch, warning lamp for low air pressure, Starter Switch, Dipper switch, Ammeter, Temperature Gauge, Engine Oil pressure gauge, Engine RPM Meter etc. Full On Board Diagnostic System and Fault code Display.	Yes/No
22.	Angle of approach	8 minimum or as per latest MoUD guidelines	Yes/No
23.	Angle of departure	8 minimum or as per latest MoUD guidelines	Yes/No
24.	Modern Electronic System	Master-Master multiplex electronic system shall be provided that offers detailed information's about vital vehicle data for vehicle diagnostics and monitoring of bus status and conditions as per **Sr. no. 21.**	Yes/No

Broad Technical Specifications for Body Fabrication of Non A.C Diesel Low Floor City Type Buses:

S.No.	Description	Specification	Whether meets the Specification
1.	For bus body Fabrication Electronics /Telemetric	As per the MoUD guidelines on ITS in urban buses, the vehicle should have Passenger Information System (Audio and Video), Public address system, CCTV camera etc. The system on the bus should be **compatible** with Electronic Ticket machine and Smart Card reader able to control Passenger Information System (Audio, Visual), Vehicle tracking System, CCTV camera, Driver bus route guidance etc. as required by MOUD guidelines and to be installed by the purchaser later on and should have Master **master** multiplex wiring systems as per MOUD guidelines.	Yes/No
2.	Doors	At least one door shall be 1200 mm width (to facilitate easy access for physically challenged persons) and other door could be 650 mm. Type door opening preferably swinging type, Pneumatically operated.	Yes/No
3.	Door Closing requirements for Bus movement	Mandatory, Pneumatically operated, preferably in swing passenger doors.	Yes/No
4.	Emergency Exit	At least one emergency door/exit (For emergency window minimum 4000 cm/2), as per CMVR rules/bus code.	Yes/No
5.	Windows	Minimum width of window (clear vision zone)-550 mm, minimum height -550 mm. Window panes shall be sliding type for all buses.	Yes/No
6.	Steps	Maximum height of entry level from ground 400 mm.	Yes/No

7.	Maximum Floor Height	400 mm (35% of total floor area min) The floor height shall be measured at any one of the service doors of the vehicle in unladen condition (reference point to be specified by the manufacturer).	Yes/No
8.	Gangway	Minimum 450 mm or as per MoUD guidelines	Yes/No
9.	Seats	Seat lay out-1x1 or 2x0 or 2x2 in low floor area, 2x2 in the higher floor area Seating area/Space per passenger-400x350mm (AIS 052) of valid ISO/TS16949 certified manufacturers (Seating capacity minimum 35). Seats as per AIS : 023.	Yes/No
10.	Seat spacing	650 mm for Type-1	Yes/No
11.	Door Mechanism	Pneumatic door with sensitivity kit/edge of valid ISO/TS 16949 certified manufacturers.	Yes/No
12.	Kneel room	Kneel room 60 mm minimum (As per MoUD guidelines).	Yes/No
13.	Kneeling requirements	Kneel room 60 mm minimum (As per MoUD guidelines).	Yes/No
14.	Type of flooring	Sloping Max - 6 %. (As per MoUD guidelines).	Yes/No
15.	Saloon flooring	Minimum 12mm resin treated compressed BWP plywood overlaid with minimum 3mm anti-skid, high resistant vinyl.	Yes/No
16.	Interior	Assist rails and hand holds shall be provided All interiors shall conform to IS:15061	Yes/No
17.	Panels	Body panels–stainless steel/ Aluminum Sheets/GI sheets of leading manufacturers only.	Yes/No
18.	Front Wind Shield	Front wind shield-Single piece curved PVB laminated safety glass, As per CMVR Rules.	Yes/No

19.	Electrical systems	As per bus body code AIS 052.	Yes/No
20.	Stanchions	As per CER 36 (AIS 046 to be aligned).	Yes/No
21.	Drivers working space	As per Bus Body Code. The drivers environment shall be ergonomically designed with conveniently accessible controls and adjustable steering wheel (AIS052).	Yes/No
22.	Destination Boards	As per MOUD guidelines (AIS 052)	Yes/No
23.	Life Cycle Requirements	Life of Bus minimum 10 years or as mandated by local legislation	Yes/No
24.	Crash Worthiness Requirements	As per CMVR	Yes/No
25.	Fire Extinguisher	Shall be provided as per CMVR regulation.	Yes/No
26.	Noise limits	Shall meet MoEF notified noise limit of 82 db tested as per IS 302 of 1998 or latest notification of Govt. of India.	Yes/No
27.	Other Standard fitments	FWS blinder partition for driver. All flap doors with locking arrangement, 2 nos. roof hatches with exhaust fans, Power operated rear view mirrors, First Aid Kit & Warning triangle as per CMVR Rules Fuel tank confirming to specifications of SAE 703a of minimum capacity of 165 ltrs.	Yes/No
28	Colour of the Bus	The colour of the buses will be same as already in use Non AC buses in JnNURM scheme in Chandigarh.	Yes/No

29	Wheel Chair ramp	Shall be provided as per MoUD guidelines	Yes/NO
30	Music System	Only speaker system to be provided	Yes/No
31	Inverter	600VA inverter	Yes/No

Annexure -13

PROFORMA OF ANNUAL MAINTENANCE AGREEMENT

This contract agreement is made on dated …….. between Chandigarh Transport Undertaking having principal place of business at strategic business unit, Chandigarh Transport Undertaking, Chandigarh hereinafter called “the purchaser” of the one part and M/s. ……. having its principal place of business at ……. hereinafter called “the Contractor/ Bidder “ of the other parts.

Whereas the purchaser is desirous that certain Goods and services should be provided by the Contractor/ Bidder, viz. design, manufacture, supply, testing & Commissioning of fully Built Non AC Low Floor city buses and their maintenance for a period of minimum three years or2,20,000 KMs whichever is later from the date of agreement between Contractor/ Bidder and purchaser (including standard warranty offered by bus manufacturer) conforming to Bharat Stage- III standards.

NOW THIS AGREEMENT WITNESSETH as follows:

- In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

- The Contractor/ Bidder agrees that the essence of contract and other contractual obligation shall become effective from the date of agreement between Contractor and purchaser. The Contractor/ Bidder further agrees that pre estimated damages mentioned in RFP Document, are fair and genuine pre-estimate and not by way of penalty. The Contractor/ Bidder 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 respective hands and seals) the day and the year first above written.

SIGNED, SEALED AND DELIVERD

By the said by the said

Name ……. Name …….

On the behalf of the CONTRACTOR On behalf of the contractor

In the presence of in the presence of

Witness …….. Witness ……

Name ……. Name …….

By the said In the presence of

Name …….. Witness ……

On behalf of the Purchaser Name …….

Address …….

 Annexure-"13"

ANNUAL MAINTENANCE CONTRACT (AMC):

1 The Contractor shall be required to submit their comprehensive AMC offer for maintenance of bus up to 2,20,000 KMs or 03years whichever is later for complete bus system inclusive of consumables, spare parts, replacement of assemblies/subassemblies, systems etc. taking into account preventive/docking maintenance , normal wear & tear, major repairs/ over hauling and break downs as well as accidental repairs upto 10,000/-(mechanical & body repair), broken lights, repairing of lighting system and routine body repairs etc, inclusive of labour cost to ensure 95% availability on daily basis for the first three years upto AMC period. The contractor shall be responsible for carrying out repairs and servicing etc. for complete buses (including supply of consumables/replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/subassemblies etc.including **Tyres, Tubes Flaps & Batteries)** during warranty/ post warranty period, till 2,20,000 kilometers or 03 years whichever is later.

2 In case buses do not operate on any particular day because of natural disaster, riots or such other reasons beyond the control of Contractor, this period shall be excluded while calculating the availability of the buses. Similarly where the bus cannot operate because of being impounded in police/ judicial custody or for such other reason, the period shall be excluded for calculating the availability of the bus provided the non availability of the bus is not fault of the Contractor. Whether the contractor was responsible for the event or not, the decision of the purchaser shall be final in this regard.

3 Each bus shall be under standard warranty offered by the bus manufacturer. Under AMC, during warranty period, the contractor shall charge for providing comprehensive maintenance of the buses, excluding servicing/ spares parts/ consumables /labour cost etc covered in warranty. The AMC charges will be applicable as per the actual KMs covered as quoted in the AMC slab system.

4 These buses shall be attended at Purchaser Depots as well as for minor repairs on line to minimize down time. The maximum response time for break down complaint on line, during annual maintenance period (i.e. time requested for supplier's maintenance engineers to report to the site after a request call /telegram /fax /email is made or letter is written) shall not exceed 3 hours within Chandigarh or in immediate vicinity of Chandigarh. Any delay beyond 3 hours on line, the penalty will be imposed on the contractor on a/c of missed KMs on that day taking into consideration the average traffic revenue of the last one month. During Annual Maintenance Contract Period, the Contractor would provide his well trained resident engineers/ Technicians/ trained staff etc to attend to the maintenance and servicing of buses to ensure quality assurance/contract etc. and for checking and preventive maintenance prior to the schedule of departure of each bus daily/regularly.

5 The bus wise maintenance shall be on regular basis to ensure 95% daily availability during AMC period. In case of failure to arrange for immediate repair/maintenance to keep 95%/ availability, the contractor shall be liable for pre-estimated damages of Rs.4,000/- per day per bus. The amount of pre-estimated damages will be recovered from outstanding payment of the contractor or from performance security as the case may be. The Contractor agrees that the aforesaid pre-estimated damage is a fair and genuine pre-estimated and he shall not dispute the same in any manner.

6 Repairs due to accidents because of the reasons attributable to the defects / mechanical failure/ fire of the bus shall be the responsibility of the Contractor. However, in case of any dispute a joint committee consisting of two member each of both parties will decide the case. Decision of “Director Transport, U.T., Chandigarh” will be final in case the joint committee fails to decide the matter conclusively.

7 The cost of repairs on account of the accidents due to war, civil commotions, strikes floods, earthquake, explosion etc. shall be borne by the Purchaser.

8 Subject to cost of repairs to the extent of material cost only shall be paid by the purchaser and in all cases the labour cost under any circumstances shall not be borne by the purchaser and shall be borne by the Contractor. In all cases the labour cost under any circumstances shall not be borne by the purchaser and shall be borne by the contractor. The cost of repair on account of minor scratches, dents & paint touching upto Rs. 10,000/- shall also not be charged to the purchaser and the bus will be repaired at the cost of the Contractor In case of replacement of metallic parts/ components / spares / items/ material, maximum applicable rebate of the list price shall be given by the Contractor to the purchaser towards retaining the unserviceable/ defective parts/ items by the Contractor in lieu of scrap.

9 Minimum reasonable & justifiable rates with breakup of basic AMC rate plus service tax plus Vat and other statutory levies on per Km. basis in following slabs shall have to be quoted for the buses for Annual Maintenance Contract (in account of comprehensive labour and consumables). The AMC rates will be based on the prevailing service taxes, Vat or any other statutory levies. Any increase in taxes of any kind will be borne by the purchaser and any decrease in taxes will be taken into account of AMC rates and the contractor will decrease the AMC rates to the extent the taxes has been reduced by the Govt. The warranty period of the buses will be as per the standard warranty offered by the bus manufacturer.

Annual Maintenance Cost

Description	Kms.	AMC Charges per KM (Basic Price)	Service Tax on AMC Charge, if any as presently applicable	Vat or any other Govt. levies, as presently applicable	Total AMC charges payable per Km including service Tax, Vat and other Govt. levies. if any (In Rupees) In figure	In words
For operation of Buses till 2,20,000 Kms.						
0 - 75,000	**75000**					
75,001 - 1,50,000	**75,000**					
1,50,001 - 2,20,000	**70,000**					

11. **All supplies of spares including Tyres, Tubes, Flaps and batteries for above Annual Maintenance Contract shall be taken care of by the Contractor/ Bidder by using his own resources including import if necessary.** All spares supplied will be of manufacture's brands or brands as indicated by the Contractor in the bid and/ or in the Contract No change in the manufacturer's brands or brands as indicated by the contractor in the bid and/ or in the contract in normal course and the contractor is at liberty to mention as many brands as possible In the bid itself. However, the alternate brand meeting the contract specifications may be allowed with prior intimation to the Purchaser subject to meeting the required specification. The consumables & lubricants shall be of brands as recommended by the manufacturer.

12. The Purchaser shall provide adequate sitting space for Contractor's engineer/technician/labourers at its depot during AMC period (including warranty period). The Purchaser shall also provide storage space for storing the essentials spares for maintenance of buses. However, Contractor shall be required to bear the expenditure towards cost of Electricity, water and such other charges which he has to incur to provide the AMC services. Contractor shall settle all the expenditure towards electricity/ water and such other charges/ bills, which he has to incur to provide the AMC services on regular basis and submit documentary proof in support of that along with bill for AMC payment.

13. In case Contractor fails to pay the outstanding bills of water electricity etc as mentioned above, the Purchaser will make the payment of AMC charges after recovering necessary deduction on account of outstanding bills. Contractor shall be required to make his own arrangement for Plant Machinery, Tools, Jigs, & fixtures etc. required for proper Maintenance and Services during Warranty and AMC period.

14 The contractor will maintain the buses on line for minor repairs. The repairs of routine nature/ inspection of the buses shall be under taken at Purchaser's depot. However, major repairs shall be undertaken at the Contractor's own workshop, Towing of vehicle/buses from the place of failure accident to the place of repairs shall be the responsibility of the Contractor No extra cost shall be paid by the Purchaser for towing of vehicles.

15. Payment for AMC will be made after every two months. After every two months, the contractor will submit the bill. The purchaser will arrange the payment within 21 days of receipt of bill subject to any recoveries towards pre-estimated damages as per clause of GCC above or any other charges recoverable as per terms and conditions of the contract. TDS will be deducted at source from the payment of contractor as per applicable law.

16 In case contractor does not perform the AMC contract satisfactorily, purchaser may terminate the contract, forfeit the performance guarantee and take action as per clause of GCC for remaining portion of AMC period. Purchase's decision in this regards shall be final.

17 The contractor shall be responsible for taking Fitness Certificate. However purchaser to take care of Pollution under control certificate and such other statutory certificates as are required to be taken from time to time at his own cost during the entire AMC period (including warrantee period). No extra time shall be given to the contractor for maintenance services and other jobs viz. getting, fitness certificate etc. Any extra time taken by the contractor for such works will be taken as down time & shall be so taken for the purpose of calculating 95% availability during AMC period.

18 It shall be the responsibility of the Contractor to comply with all the laws as applicable from time to time during the period of Annual Maintenance contract including Employees State Insurance/Labour/Provident fund and /or any other statutory requirement for the Contractor personnel the contractor may asked by the purchaser to submit proof of making statutory payment. On the failure on the part of Contractor to furnish the same, the purchaser may make deductions as necessary from the pending payments towards meeting the cost of due statutory payments. Further the contractor will keep the purchaser indemnified against the payment of any statutory duties, payment of which is the responsibility of the contractor .

19 The calculation of kilometerage for the purpose of AMC charge and other wise shall not be as shown by the milometer/speedometer of the bus. Instead the kilometers covered by the buses shall be decided on the basis of actual kilometers operated by the bus and as recorded on the driver's memo and purchaser's control room. The kilometerage recorded by the bus in the duty memos shall be regularly transferred to the log book of the bus for record and for calculating payment of AMC charges. However, in case the dead mileage of the buses is more than 5% of the total mileage covered by all the buses of the depot per day, the excess dead mileage will be included in the total recorded Kms. covered for the purpose of calculation of AMC charges.

20 Subcontracting of the AMC shall not be permissible. This means that the Contractor shall not sub-let the Contract to any other firm/entity. However execution of contract through its authorized network shall be permitted subject to the conditions that the contractor shall be solely and fully responsible for the AMC of the buses during the Contract period.

21 The contractor shall be responsible for all upkeep and maintenance including exterior and interior cleanliness and presentability of the bus. No bus shall leave for day operation unless or until it is properly maintained. In case of non compliance of the same by the contractor, warning in the first case and thereafter on repetition, the penalty will be Rs. 1000/- per such incident. The decision of the purchaser shall be binding on the contractor in this regard.

22 The purchaser reserves his right to advertise in or use for publicity the interiors and exteriors of the bus, in any form and manner as deemed fit, during the currency of the contract. The contractor will not claim any share in the revenue arising out of this advertisement/ publicity. Further, the contractor will not claim any extra cost of maintenance on this account. The contractor will take care of the advertisement/publicity materials while carrying out the maintenance activities. Nor should the quality/parameters of the AMC services provided by the contractor get impaired due to such advertisement /publicity.

23 The purchaser reserves his right to install value added services such as CCTV, Cameras/phone/ entertainment and information equipment etc and other gadgets/equipment such as Automatic Vehicle Tracking System, Global Positioning System, Automatic Ticketing Machine etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. The contractor will not claim any share in the revenue, which may accrue to the purchaser due to the aforementioned services/equipment/gadgets. The contractor will also not increase or hike the AMC charges under the contract because of above nor should the quality/parameters of the AMC services provided by the contractor get impaired due to such installations equipment. The contractor will take due care so as to ensure that there is no damage to the installation/equipment etc, while providing the maintenance service. The purchaser may have a separate maintenance contract for these additional equipment/ installation and the contractor will have no objection for the same. The contractor shall take due care that any such equipment is not damaged during maintenance/ cleaning/ washing of buses.

24 The technical specifications and other parameters of performance of the bus as provided in the contract will be maintained by the contractor during the entire AMC period (warranty and post warranty) up to2,20,000 KMs. or 03 years whichever is later.

25 The purchaser will carry out inspection of the maintenance & repair work done by the contractor, as per the standard norms of Vehicle. The purchaser shall inspect all buses of the depots daily for Body condition, assemblies, spares and other accessories and if any of these is found lost / missing during the repair and maintenance, a joint committee consisting of two members each of both parties will decide the case. Any dispute will be referred to the Director Transport UT, Chandigarh, whose decision will be binding on both the parties

26 The purchaser reserves the right to increase/ decrease the number of schedules sanctioned as well as inter unit transfer buses as and when required.

27 The buses in the purchaser’s depot will be driven handled only by the personnel of the Contractor who have valid heavy Driving license/ PSV badge as per laws. The buses will be driven by his personnel only for the purpose of attending to breakdown / accident place and repair/ maintenance work within the depot premises or from depot to the place of breakdown/ accident & back to the depots.

28 The purchaser shall allow the contractor to use available workshop facility of the concerned depots only for the purpose of maintenance/ repair work of CTU Buses. The contractor shall ensure the use of these workshop facilities properly and maintenance/ repair of the same will be done by the contractor. For any damages/ loss to the workshop facilities the contractor shall be held responsible and amount of the loss will be recovered from the contractor. The amount of loss will be worked out by a joint committee consisting of two members each of both parties who will decide the case and the decision of the committee in this regard shall be binding on both the parties. In case the committee fails to reach any conclusion, decision of “Director Transport U.T., Chandigarh” shall be final.

29 Necessary civil construction work in the workshop will be provided by the purchaser. All the workshop activities like installation of Plants & Machinery, washing platform, storage of material and lubes etc. Hand tools, other Special tools and tools & plants required for Repair & maintenance work will be arranged by the contractor at their own cost.

30 Prescribed Speed Control limits of buses will have to be mentioned & checked time to time by the contractor.

31 The contractor shall fulfill all the provision of rules and regulation of the prevailing laws like labor laws, industrial dispute act, Workman Compensation Act, Factory Act, motor vehicle act and with amendments if any. Any dispute arising out of the prevailing laws the contractor shall be liable and responsible for the same.

32 The contractor will be responsible to keep the premises/place under Contract in tidy and hygienic condition otherwise purchaser will recover the estimated damages from the Contractor.

33 The contractor shall obtain necessary license/ permit under the prevailing law and the fulfill the provision of labour laws and industrial disputes act for which any issue arising out of these provision of law, the purchaser will not be liable and responsible for the same.

34 The Contractor will be responsible for payment of all statutory levies including ESIC Contribution, PF etc. in respect of the staff engaged/deployed by him for maintenance of the buses in the Purchaser’s premises.

35 The loose items supplied along with each bus as prescribed in documents of CMVR will be made available to Contractor for the purpose of fulfilling obligations under the contract.

36 **Training** --The Contractor/Bidder shall arrange training for drivers @ three drivers per bus at Chandigarh for 5 working days before the actual commission of the buses. Similarly, training shall be arranged at Chandigarh for 5 days of 50 workshop staff/ technicians / supervisors/ engineers in batches of 25 (total 250 man days). Bus fuel/ available facilities with the purchaser will be provided by the purchaser and course material will be provided by contractor on 'free of cost' basis. This training will be provided free of cost as and when required by the purchaser during the currency of contract.

37 All the unserviceable /defective parts /items/ used lubricants etc. replaced by the contractor from the Buses shall be the property of the Contractor.

38 The Contractor shall take adequate insurance cover for the buses, in custody of the contractor for maintenance which shall include the buses parked in depots under repair during AMC period, to protect the Purchaser from any loss because of damages (including fire) to the bus. The loss of whatsoever nature/ kind while the bus is in transit from the Depot to the repair/maintenance workshop of the Contractor, shall be borne by the contractor except and to the extent it is indemnified or realized from the insurance Policy undertaken, if any, by the Purchaser.

39 The Purchaser reserves the right to cancel the Annual Maintenance Contract at any time during the currency of Contract after giving six months prior notice to the Contractor. In such case, the Contractor shall have no claim on the purchaser and remove his manpower and machines/ equipment from the site and vacate the site within six months of receipt of such notice of cancellation; of AMC.

40 The contractor will be responsible for meeting the cost and consequences, whether civil or /and criminal, of any Challan fine /prosecution etc., owing to any act or negligence on the part of the contractor under the contract.

41 Adverse operating conditions shall not affect the contractual obligations and parameters of performance of the contractor under the contract, wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. will not be defense on the part of the contractor for not fulfilling his contractual obligations as per the contract.

42 The rectification/ replacement of failed components /equipment will have to be undertaken by the contractor free of charge at purchaser's Workshop /depot. The contractor shall collect the failed and defective components/ equipments from purchaser site and send them to the works of the suppliers at his cost and responsibility. This will be arranged directly by the contractor or his representative. Further, if any design modification be required to be made in any assembly/ sub assemblies such as Diesel Engine, Automatic transmission, air suspension, front axle, rear axle, steering system, electronic destination board of the buses etc., the period of warranty/ guarantee would commence from the date when the modified assemblies /sub assemblies/ parts design is commissioned in service.

45. The contractor shall ensure 95% bus availability on daily basis during AMC period. In case of failure to keep 95% availability of the buses, the contractor shall be liable for pre estimated damage of Rs. 4000/- per bus per day during AMC period.

46. To incentivize higher fleet availability the following rebate will be given in pre estimated charges/penalty:-

In case of monthly availability	Rebate on penalty of pre-estimated charges
1. 96 to 96.99%	20%
2. Between 97 to 97.99%	40%
3. Between 98 to 98.99%	60%
4. Above 99%	80%

46 WARRANTY –

46.1 The Contractor/Bidder will be responsible for any defect or failure of Buses or equipment provided in these buses due to defective design, material or workmanship, for a standard warranty period offered by the bus manufacturer individually for each bus from the date of placement in service after registration from Transport Department, Chandigarh. The rectification / replacement of failed components / equipment will have to be undertaken by the Contractor/Bidder free of charge. The Contractor/Bidder shall collect the failed & defective components/equipment from Purchaser's site and send them to the works of the supplier at the cost and responsibility of Contractor/Bidder.

46.2 The contractor/Bidder will ensure to supply the spare parts during the warranty/post warranty period and till the life cycle of the buses.

SIGNED, SEALED AND DELIVERD	**Singed on behalf of contractor/**
On behalf of Purchaser	**Bidder**
(i) Witness ……..	(i) Witness ……..
(ii) Witness ……..	(ii) Witness ……..

Annexure – 14

The Purchaser shall evaluate and compare the price/financial bids of only those Bidders who have offered the prices complete in all respect as per the RFP document. The evaluation will be made at all inclusive total price of a bid. The all inclusive total price means the Bus price & Net Present Value (NPV) of estimated AMC cost for running the bus for 2,20,000 KMs. The following assumptions shall be made for Calculating the NPV of the AMC cost,

1. Discount rate of 8% will be used

2. The net present value of the AMC cost (quoted by the bidders for the slabs of kilometers to be run by the bus during the 3 years period) shall be worked out by assuming for the sake of calculation and deciding the lowest bid that the number of kilometers to be run by the bus at the end of year 1,2,3 as per the below given chart:

day	**Number of Km expected to be run by the bus during the year**
	A
End of Year 1	75,000
End of Year 2	75,000
End of Year 3	70,000

3. Though the payment towards AMC shall be made on a bimonthly basis, for the calculation of NPV of AMC cost, it is being assumed that the cash flow towards AMC payment would occur at the end of the year as in the above chart.

For example, if the all inclusive quotes for AMC per Km per bus for year 1, 2, 3 are Rs. X1, X2, X3 respectively than the NPV of AMC cost with 8% per annum discount rate will be

= (X1 x 75000)/(1.08) + (X2 x75000)/(1.08)^2 +(X3 x70000)/(1.08)^3