**CHANDIGARH TRANSPORT UNDERTAKING**

**CHANDIGARH**

# REQUEST FOR PROPOSAL FOR PURCHASE OF 40 NOS. FULLY BUILT-UP HVAC DIESEL BS-IV (SCR TECHNOLOGY) BUSES HAVING 5900-6200 MM WHEEL BASE FOR INTER CITY OPERATIONS WITH WARRANTY OF 2 YEARS OR 2.5 LAC K.M.(WHICEVER IS EARLIER)

**25th July, 2018**

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

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

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

REQUEST FOR PROPOSAL FOR PURCHASE OF FULLY BUILT UP 40 NOS HVAC DIESEL BS-IV (SCR TECHNOLOGY) BUSES HAVING 5900-6200 MM WHEEL BASE FOR INTER-CITY OPERATIONS WITH WARRANTY OF 2 YEARS OR 2.5 LAC K.M.(WHICEVER IS EARLIER)

E-PROCUREMENT SYSTEM

**Time Schedule for the bids:**

| | | |
|---|---|---|
| Bid Reference | : | Acctt/HO/CTU/2018/ Dated: |
| Date of commencement of downloading of bid document | : | 25/07/2018 |
| Last date for seeking clarification if any. | : | 06/08/2018 Upto 02:00 pm |
| Pre-bid meeting | : | 06/08/2018 at 11:30 am |
| Last date and time for bid submission/uploading of bid in e-procurement platform http://etenders.chd.nic.in | : | 17/08/2018 upto 2:00 pm |
| Date and time of opening of technical bids (TECHNICAL BID) | : | The bids will be opened online by the Authorized Officers on 17/08/2018 at 3:00 pm |
| Date and time of opening of Financial Bids | : | Will be intimated to technically responsive bidders |
| Place of opening of bids and address for communication | : | **Chandigarh Transport Undertaking** O/o Director Transport cum Divisional Manager, Plot No. 701, Industrial Area Phase-1, Chandigarh |

Note:

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

(2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed to the **Director Transport cum Divisional Manager, Chandigarh Transport Undertaking** in the manner described under Instructions to Bidders Section II of Bid Documents on or before the stipulated date & time.

## SECTION -1

## DISCLAIMER

This RFP is being issued by the Director Transport, U.T- cum - Divisional Manager, CTU, Chandigarh for inviting tenders for **"Purchase Of Fully built-up 40 Nos HVAC Diesel BS-IV (SCR Technology) buses having 5900-6200 mm Wheel Base for Inter-City Operations with warranty of 2 years OR 2.5 LAC K.M.(WHICEVER IS EARLIER)"** (hereinafter called "buses") on such terms and conditions and technical specifications as set out in this RFP document and as per CMVR rules/ARAI/AIS-052 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 information in this RFP document, as required from time to time.

## CONTENTS OF REQUEST FOR PROPOSAL (RFP) DOCUMENT

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


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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 for **"Supply (including Design, Manufacture, Supply, Testing & Commissioning) of 40 numbers Fully built for Inter City Operation, Diesel Type HVAC Buses, conforming to Bharat Stage- IV standards (SCR Technology)."**

**Eligibility Criteria:**

1. The average annual turnover of the Bidder shall not be less than Rs.20 Crores for preceding 3 financial years i.e. 2015-16, 2016-17 & 2017-18.
2. The Bidder must be well established and must have minimum last 3 years' experience of manufacturing and supply of buses and supplied 100 fully built buses in last three years to any STU either in single or multiple orders ending on 31.03.2018.
3. The bidder shall have present net worth (on the last day of previous financial year) of not less than Rs.10 Crores.

**Submission of Bids:**

The tenders must be submitted online on or before 17.08.2018 time 14:00 hours. The technical bid will be opened on 17.08.2018 at 15:00 hours. The detailed terms and conditions of the tender can be downloaded from the Chandigarh Administration official website: http://etenders.chd.nic.in.

No tender except EMD 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).

-Sd-
Director Transport, UT-cum-
Divisional Manager, CTU
Chandigarh

## SECTION III : DEFINITIONS & ABBREVIATIONS

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

1. **"Aims and Objectives"** To motivate the public to prefer use of public transport as a means of travelling over personal transport by 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-cum-Director Transport, Union Territory, Chandigarh and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the agreement, with all terms and conditions of the contract.

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

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

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

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

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

8. **"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.

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

10. **"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/Committee setup by the purchaser.

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

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

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

14. **"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(s).

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

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

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

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

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

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

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

22. **"Services"** means services ancillary to the supply of the buses such as Transportation and insurance etc.

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

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

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

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

## 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 (Design, Manufacture, supply, testing, commissioning) as per "Schedule of Requirement" and 'Technical specifications of the bus manufacturer conforming to Bharat Stage- IV standards, from established and reliable chassiss manufacturers having at least 03 years' experience(last three years) in manufacturing of fully built buses and have supplied 100 nos. fully built buses during the last three years ending on 31.03.2018 to any STU either in single or multiple orders.

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

1.3 Bidders can bid only for type of bus mentioned in the Schedule of Requirement (s).

1.4 The bidders are required to offer only type of bus (with SCR Technology) asked for. 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.

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

### 2. ELIGIBILITY CRITERIA-

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

i) The bidder must be well established chassis manufacturer and must have minimum 03 years' experience of manufacturing and supply of buses in last three years.

ii) The bidder must have supplied 100 nos. fully built buses during the last three years ending on 31.03.2018 to any STU either in single or multiple orders.

iii) The bidder must have bus body manufacturing facilities and plant of appropriate size/capacity and accredited as per relevant AIS and IS Standards.

**Financial Qualification**:-

iv) The average annual turnover of the Bidder shall not be less than Rs. 20 Crores for preceding 03 financial years i.e. 2015-16, 2016-17 & 2017-18.

v) The bidder shall have present net worth (on the last day of previous financial year) of not less than Rs.10 crores.

**2.2** 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.

**2.3** 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

The RFP documents can be downloaded from the CTU-Chandigarh, official **website:** http://etenders.chd.nic.in.

## 4. COST OF BIDDING

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. PRE-BID CONFERENCE

5.1 A pre–bid conference will be held on **06.08.2018 at 11.30 A.M.** in the office of Director Transport, CTU, Plot No. 701, U.T., Chandigarh with the prospective bidders, for the purpose of holding technical & financial/ commercial discussions and providing clarifications by the Purchaser. The queries, if any, from the Bidders in respect of RFP document should reach the Purchaser before dated **06.08.2018 up to 10.00 A.M.** In the pre- bid conference, clarifications pertaining to technical, financial commercial and other issues regarding these buses including designs, parameters / standards and specifications that may be required by the prospective Bidders will be provided.

5.2 Any verbal suggestion / proposal of variations / deviations / additions in the RFP - document made during the pre -bid conference should also be given in writing to the Purchaser by dated **06.08.2018 up to 16.00** hours to keep the same in record and reference without which Purchaser will not be liable to entertain the same.

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

5.4 After incorporating the amendments acceptable to the Purchaser, the RFP - Document shall be frozen by **08.08.2018 at 16.00 hours.** The addendum to the RFP - Document may be downloaded from the website of the CTU/https://etenders.chd.nic.in.

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

## 6. EXAMINATION OF RFP BY BIDDER

The bidder is required to examine carefully all the contents/pros & cons of the RFP document including instructions, conditions, forms, terms, specifications 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.

## 7. LANGUAGE OF BID:

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.

## 8. COMPLIANCE WITH TECHNICAL SPECIFICATIONS:-

8.1 The buses required against this bid shall conform to the Technical Specifications of the RFP Document. Bidder has to clarify in the each parameter of the specifications

about its product, whether the offered model / product is meeting out the requisite specifications or not. If not meeting out the requisite specifications, the bidder has to indicate their specification of that parameter.

8.2 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, AIS-052 Specifications and along with any and all amendments therein, notification/orders made by Ministry of Road and Transport and Highways and other statutory and legal requirements as applicable on the date of delivery.

## 9. VARIATIONS/ DEVIATIONS

9.1 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).**

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

9.3 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.

## 10. DOCUMENTS ESTABLIHSING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

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

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

b. Annual Audited Report to be attached for the annual turnover. The average Annual Turnover of the Bidder shall not be less than Rs. 20 Crores for preceding 03 financial years i.e. 2015-16, 2016-17 & 2017-18**.**

c. The Bidder must be well established chassiss manufacturer and must have minimum 03 years' experience(in last three years) of manufacturing and supply of buses. The bidder should also have supplied at least 100 fully built up buses to any STU either in single or multiple orders during last 03 years ending on 31.03.2018. The bidder has to attach Purchase Orders and Performance certificate in support of it.

d. The bidder shall have present net worth (on the last day of previous financial year) of not less than Rs. 10 crores. The bidder has to attach CA certified copy in support of it.

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

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

g. Chassis Manufacturer Undertaking/Certificate.

h. ARAI/ICAT/CIRT approval Certificate of bus manufacturing plant.

10.2 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**.**

## 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 as per terms & conditions of RFP, Bid Security / EMD and all other documents as well as technical and commercial information required in accordance with the RFP document.

(ii) Financial Bid shall consist of only Price Schedule in the prescribed formats.(**Annexure – '4')**

11.2 The Bidders may be required to provide a Power Point Presentation of the 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 the 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 lakhs (Rupees fourty lakhs only), w.r.t. bid for HVAC buses as part of his Bid. The bid security shall be sealed in a separate sealed in an envelope **super scribed "Earnest Money Deposit" for Bid due on 17.08.2018 upto 14.00 hours for HVAC Buses BS-IV and to be deposited before the due date and time of submission of bid. The Earnest Money Deposit (EMD) with validity period of at least 180 days beyond the date of opening of technical bid should be in the form of ''Account payee Demand Draft'' or Bank Guarantee drawn in favour of Director Transport, UT – cum- Divisional Manager, Chandigarh Transport Undertaking, Chandigarh payable/en-cashable at Chandigarh** of any nationalized / Scheduled / Commercial Bank, operating in India. (**Annexure - '5'**)

12.1 Any Bid not accompanied with valid and required 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 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.

## 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, whichever is later.

## 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').**

15.2 The basic price as per column no 5 of BoQ should include complete transportation charges, toll charges, insurance charges, temporary registration charges or any other charges but excluding of GST. Bids 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 condition that 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 180 days from the date of opening of technical 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 **Section-VII**, for reference.

(ii) Financial Bid shall contain only the price schedule of the bus in the prescribed format, as per **Annexure – '5'**, 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

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. The Purchaser 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 obtained 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 affects in any way the scope, quality, performance or administration of the contract by the Bidder, or which limits in any way, inconsistent with the Bid Documents the purchase rights or the Bidder's obligations under the contract, and the rectification of which would affect unfairly the competitive position of other Bidders presenting responsive Bids at reasonable prices.

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 evaluation will be made at all inclusive total price of a bid. The total price means the Total Landed Cost per Bus price as per Col. 6 of BoQ.

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

24.3 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.

## 25. AWARD OF CONTRACT: AWARD CRITERIA

**The Contract will be awarded to the bidder in whose case the total landed price inclusive of all taxes and statutory levies has been determined to be the lowest acceptable offer meeting all the terms and conditions laid out in the RFP.**

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

## 28. SIGNING AND ACCEPTANCE OF 'LETTER OF BID ACCEPTANCE'

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

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

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-'7').**

## 29. CORRUPT PRACTICES

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

## SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. INTERRPRETATIONS

In the contract, unless the context otherwise requires:

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

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

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

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

1.5 Whenever Date & Period are specified in the RFP Document for completing some formalities/ tasks/ documentations etc. the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by the 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 fulfil his obligations as mentioned in such bid or document. If it is discovered at any time that the person so signing has no authority to do so, 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) 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 and as per Bus Body Code AIS-052 and other relevant standards.

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 6)**

## 4. PERFORMANCE SECURITY

4.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a Bank Guarantee in the Performa prescribed in the RFP document within 30 days from the date of dispatch of the **'Letter of Bid Acceptance'** of the bid by the Purchaser as follows:-

a). An amount equivalent to 5% of the total cost of buses (landed cost) of the contract in Indian Rupees valid till expiry of warranty period of two years and 60 days(i.e. delivery period of 150 days plus 2 years and 60 days).

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) out of the EMD for delay of each week or part thereof up to 45 days. In case of non-submission of the performance security within 45 days, the entire amount of EMD will stand forfeited and Letter of Bid Acceptance will stand cancelled.

4.3 In case of delay in delivery of buses the validity of the performance security will be proportionally increased to that of delay period.

4.4 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 fulfilment 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.

## 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 @ 0.5% (Zero point five per cent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof up to 4 (four) weeks of delay, and

5.3 @ 0.75%(zero point seventy five per cent) of the total value of the buses (inclusive of GST) 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 @ 1.00% (One percent) of the total value of the buses (inclusive of GST) 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 @ 0.75% 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 5% of the total value of contract (inclusive of duties & taxes).

## 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. FORCE MAJEURE

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

7.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment 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 40 HVAC buses including prototype bus is to be completed within the contracted delivery schedule of 150 days from the date of issue of Letter of Bid Acceptance as per following schedule:-

| | | | |
|---|---|---|---|
| a). | Within first 90 days | :- | Prototype Bus. |
| b). | Within 30 days | :- | 19 buses. |
| c). | Within 30 days | :- | 20 buses |

If the Contractor fails to complete the supplies within contracted delivery period of 150 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 Final Acceptance of buses at the purchaser 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 Inspecting 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.

8.6 The contract shall be severable contract; Successful bidder shall make supplies of the buses as per the delivery schedule indicated in the contract. Each and every installment of the buses shall be treated as separate contract. Failure to comply with 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 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 no 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 Inspecting 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. .

## 9. OPTION CLAUSE

9.1 The Purchaser reserves the right to increase/decrease the number of Buses ordered by him by 10% (Ten percent) of the initially contracted numbers of Buses, (i.e. the number of buses ordered in the Letter of Bid acceptance) at any time till the completion of delivery of the entire ordered number of Buses without any change in the Unit Price or other Terms & Conditions. The decrease / increase in ordered quantity, if any, will be intimated within three month to the contractor /bidder from the date of clearance of proto type bus by the purchaser.

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

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 Bid 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 convenient and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

### 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. INSPECTION OF BUSES

13.1 Purchaser or representative(s) authorized by the Purchaser shall carry out inspection of Prototype and other buses at any of the following stages before pre-dispatch stage at Supplier's manufacturing premises.

- Structural assembly stage before panelling in all buses
- Panelling and painting stage of buses including shower test.
- Final completion after panelling and equipping/painting of buses (Fully built buses)

For any Deficiency noted by the Purchaser during any stage of the inspection, the

Supplier shall initiate immediate remedial actions for the same as advised by the Purchaser. The Purchaser or Representative of the Purchaser shall not be entitled to suggest changes or modifications which are not part of the mutually agreed bus specifications. Every Stage clearance is necessary to move to next stage for each bus.

13.2 The purchaser shall not conduct any laboratory test if the material procurement certificates along with test certificates are submitted by the supplier at the time of inspection of buses. The cost of all tests, analysis and patent rights shall be borne by the successful bidder. Notwithstanding with above, if found necessary, the purchaser shall conduct material test at any stage for prototype or any other buses, at its own cost. If the material fails the test, entire cost of testing along with replacement of material, shall have to be borne by the supplier along with suitable penalty extending up to 0.5% of the total cost of buses(Landed Price) as one time penalty.

13.3 Inspection of Buses at Destination Station: - On receipt of Buses at the place of delivery, these shall be jointly inspected by the Supplier and the consignee for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, if any, shall be noted and the Supplier shall initiate immediate action for making good the same under advice from Purchaser within mutually agreed time period. Any delay commissioning of these buses due to any such reason shall be to Supplier's account and shall be dealt with by the Purchaser as per Conditions of the Contract.

13.4 Successful bidder shall be required to obtain type approval certificate of all safety critical items/materials from the authorized testing agencies before use. The successful bidder shall be required to provide a list of all such items along with their certificates to this undertaking/Inspection committee at the time of Inspection or well in advance of Inspection.

## 14. REMOVAL OF REJECTED BUSES

**14.1** 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.

## 15. PAYMENT TERMS

15.1 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) Payment for 85% of the total landed price of each consignment of the buses dispatched will be made within 2 weeks to the contractor on receipt of the buses by the consignee, along with relevant documents i.e. Transit Insurance Certificate, Warranty Certificate, Spare Parts Catalogue along with prices and discount offered, Type approval certificate from S.T.A. Chandigarh, TRC etc. and receipt of bill along with the documents including provisional Acceptance Certificate' **(Annexure 9)**

b) Balance payment 15% payment would be made within 2 weeks against 'final Acceptance Certificate' **(Annexure 10)** of the buses to be issued by the consignee, subject to recoveries, if any.

## 16. SUBMISSION OF DRAWINGS

The successful bidder shall provide two sets of general drawings comprising of elevations- sides, front and rear ends along with main dimensions, isometric views, exterior and interior details, seating layouts, specified colour schemes and their sizes and specifications etc. One set of Compact Disc along with two sets of hard copies as

specified in technical specifications shall be supplied by the successful bidder to this undertaking in advance for approval.

**17. Service Engineering**

The successful bidder shall furnish information on maintenance practices to be followed for these buses, clearly spelling out the following:-

i). Inspection procedure & periodicity of various preventive schedules in detail including gauging practices.
ii). Maintenance procedures in detail including preventive maintenance schedules.
iii). Facilities required for maintenance, giving detailed information on the following:-
a) Plant & Machinery required for maintenance;
b) Gauges, Jigs and Fixtures and Tools required during maintenance;
c) Space requirements for maintenance facilities and
d) Any other details necessary for development of said facilities.

**18. SERVICE MANUAL,SOFTWARE AND SPARE PARTS CATALOGUES**

One set of Software (Vehicle diagnosis) along with necessary hardware (On Board Diagnostic tool with interface cable) for maintenance for identifying faults in ECU being BS-IV buses, Detailed Service Manuals, Spare Parts Catalogues, Price List for all the components/aggregates/consumables along with brand names and discount offered (valid for contract period) etc., shall have to be provided along with the buses free of cost and in as many numbers as required by CTU. Further successful bidder shall give an undertaking that the rates of parts/discount etc. quoted by them in the price lists are reasonable and do not exceed rates at which these parts are made available on DGS&D/ ASRTU Rate Contract (RC)/ to any other Government Department/Public Sector Undertaking/ Authorised Dealers etc. The rates of spare parts shall be valid for the warranty period from date of submission of printed price list.

**19. TRAINING**

The Contractor/Bidder shall arrange orientation training for drivers @ four drivers per bus at Drivers Training Centre for at least one week before the actual commissioning of the buses. Similarly, adequate training will be provided to at least 60 workshop staff including Mechanics/ Technicians/Supervisors / Engineers of CTU in batches of 20 each so that the workshop staff may be able to repair and maintain the buses independently. This training will be provided **'free of cost'** as and when required by the Purchaser within 3 years from the date of delivery of buses. Course material/Manuals of maintenance/repair will be provided by Contractor on **'free of cost'** basis. Bus fuel/ available facilities with the Purchaser will be provided by the Purchaser.

**20. GST**

The Bidders are required to indicate the GST payable by them in their Financial Bid. In case of any change in the GST, necessary adjustments shall be made at the time of actual payment.

**21. FALL CLAUSE**

In case, during the currency of the Contract/Bidder, the Contractor offers to supply/supply 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.

**22. Conflict of Interest**

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

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

(i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest, provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder (s) (or any of its constituents) is not more than 5% (Five per cent) of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(39) of the Companies Act 2013. For the purposes of this Clause 2.9(i), indirect shareholding held through one or more intermediate persons the computation of indirect shareholding of such person in the subject person shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person(the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

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

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

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

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

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

Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be considered to subsist only, as between such applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.

**23. Indemnity**

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

## 24. Warranty

24.1 There will be standard warranty for two years or 2.5 lac K.M.(whichever is earlier). The successful bidder shall be responsible for any defect or failure of buses or equipment or engine seizure, undue tear of brake drums, uneven wear and tear of tyres, non-functioning of air conditioning system or any other defect thereof as well as defective/poor material apart from normal wear and tear, provided in these buses due to defective design, material or workmanship for a period specified in this RFP individually for each bus from the date of issuance of Final Acceptance Certificate by the committee. The rectification /replacement of failed components /equipment shall have to be undertaken by the Contractor free of charge at the CTU workshop/depot. Successful bidder shall collect failed and defective components/ equipment from the depot of this undertaking and send them to the works of the successful bidder at his cost and responsibility. This shall be arranged directly by the Contractor or his representative. Further, should any design modification be required to be made in any assemblies/sub-assemblies such as engine, self-starter and alternator, transmission, air suspension, front axle, steering, electronic destination boards of the buses, pneumatically operated doors etc. the period of warranty would commence from the date when the modified assemblies/sub-assemblies/parts/design is commissioned in service.

24.2 Successful bidder shall be required to station required number of supervisors with team of 6 technical workers from date of Final Acceptance and till completion of warranty period. Further, necessary technical personnel beyond above shall also be deputed by the successful bidder at his own cost for investigating defects and failures and carrying out modifications as and when required during the warranty period.

24.3 Successful bidder shall ensure the repair of bus within timelines as per table below failing which actual expenditure incurred for repair of such bus body will be recovered from the performance security of the successful bidder and Purchaser will be at liberty to forfeit security deposit/performance security. Repetition of continuous 3 such incidents/defects may lead for blacklisting of the successful bidder, apart from other punitive action.

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

## SECTION VI: SCHEDULE OF REQUIREMNTS (SOR)

| Item No. | Description of Work | Tendered Quantity (in nos.) | Period of supply of Buses | Purchaser | Earnest Money Deposit (EMD) |
|---|---|---|---|---|---|
| 1. | Design, Manufacturing, Supply, Commissioning of **Fully Built HVAC Diesel Type** Conforming to Bharat Stage-IV or as per Specifications given in the RFP Document | **40 Nos.** | 150 days from the date of issue of Letter of Bid Acceptance | Director Transport, UT-cum-Divisional Manager, CTU, 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.

**SECTION - VII**

| S. No. | Description | Specifications |
|---|---|---|
| | | |
| 1 | Propulsion system | Internal combustion engine |
| 2 | Fuels-options | High Speed Diesel |
| 3 | Engine | |
| 3.1 | Fuel recommended | Fuel to be compatible with propulsion system. |
| | Rated HP preferably at lower rpm range | Minimum 210 H.P. @ 2300-2500RPM |
| 3.4 | Emission norms | BS IV with SCR Technology.<br>Certificate based on their Engine Dynamo Meter Test for exhaust gas analysis of CO,HC,NOX and PM (Particulate matter) in gms/Kwh. A photo copy of the type approval certificate issued under CMVR rules 126 by the Competent Authority shall needs to be submitted. |
| 3.5 | Electronic engine management (EMS) system with provisions amongst others: | Full electronic management of engine including on-board diagnostic and driver alerts e.g. engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, diagnostic details message (engine specific) |
| 3.6 | Engine operational requirements | Engine should be able to operate efficiently at ambient temperatures of approximately $0^{O}$ to $50^{O}$C, humidity level from 5% to 100% |
| 3.7 | Engine location | Front Engine/Rear Engine hood to be provided with complete heat and noise insulation. |
| 3.8 | Transmission | Manual Transmission. The Gear box shall be of synchromesh type with 6 forward speed gear & one reverse gear/ OE standard fitment.. |
| | | |

| S. No. | Description | Specifications |
|---|---|---|
| | | |
| 4 | Gross Vehicle Weight | GVW from 16200 to 16500 Kg |
| 5 | Steering system | Hydraulic power steering with height and angle adjustment provision. Adjustable Steering column. |
| 6 | Suspension system | Fully pneumatic Air Suspension for Rear and Weweller or better for Front |
| 6.1 | Front | Weweller Suspension or better |
| 6.2 | Rear | Air bellows – 2/4 numbers |
| 6.3 | Anti roll bars/stabilizers | As per OEM Specifications |
| 6.4 | Shock absorbers | Hydraulic double acting 2 at front & 2/4 at rear |
| 7 | Braking System | |
| 7.1 | Type of Brakes | Dual circuit full air brakes, for all wheels with Auto Slack Adjusters.<br>Graduated hand controlled, spring actuated parking brakes acting on both rear wheels. |
| 7.2 | Anti skid anti brake locking system (ABS) | Mandatory |
| 8 | Electrical system | 24 volt DC |
| 8.1 | Batteries | Low maintenance type lead acid batteries for 24 V system- performances as per BIS: 14257-1995 (latest). 2*12V batteries of 180-200 Ah capacity. Maintenance free batteries preferred. Battery must not be older than 6 months older than date of delivery of buses |
| 8.2 | Self starter | 24V |
| 8.3 | Alternator | 24V 85-120 Amps for Engine and 120-150 Amps for AC. |
| 8.4 | Electrical wiring & controls- type | Simple Wiring harness. |

| S. No. | Description | Specifications |
|---|---|---|
| 9 | Speed limiting device | Electronic type duly approved/certified as per AIS: 018/2001 or latest, tamper proof and be adjusted to applicable speed limit as per MoRTH notification |
| 10 | Tyres | Steel radial tube-less including spare tyre. Size and performance as per CMVR. Tyres must not been less than six month old as on the date of delivery of fully built up bus. Front – 2, Rear 4 + one spare |
| 11 | Fuel tank | Minimum 300 Ltrs Capacity |
| | **BUS BODY CHARACTERSTICS** | |
| 12 | Bus characteristics | |
| 12.1 | Bus dimensions mm | |
| A | Overall length mm (over body excluding | Not exceeding 12000 |
| B | Overall width mm (sole bar/floor level- extreme | 2600 (maximum) |
| C | Overall height mm (unladen-at extreme point ) | 3800(Maximum) |
| D | Wheel-base mm | 5900-6200mm |
| E | Front overhang | To be submitted by manufacturer/As per CMVR |
| F | Rear overhang | To be submitted by manufacturer/As per CMVR |
| 12.2 | Turning circle radius (mm) | To be submitted by manufacturer/ As per CMVR |
| 12.3 | Floor height above ground (mm) | 900 mm-1300 mm |
| 12.4 | Clearances (mm) | |
| A | Axle clearance (mm) | Minimum 190mm |
| | Minimum ground clearance at GVW | Within the wheelbase not less than 240mm. |
| 13 | Bus gates/Doors | |
| 13.1 | Location of gates | One Door front side before front tyres |
| 13.2 | Type of doors | Pneumatic Doors Out-Swing or Jack and Knife type open able by Driver only through Switch. |
| A | Operating mechanism | Electro pneumatically controlled |
| | Opening closing time in seconds per operation | ≤ 4 |

| S. No. | Description | Specifications |
|---|---|---|
| c | Positions of door controls ensuring display of open/close status on dash | On dashboard. Controls also inside & outside of doors for emergency operation. |
| d | Passenger safety system - allowing bus motion On doors closing and doors opening only when | Safety Buzzer be provided |
| 13.3 | Front service doors - near side: | √ |
| A | Clear door width (fully opened) in mm | As per AIS 052 |
| B | Door height in mm | As per AIS 052 |
| D | Positioning front service gate | Ahead of front axle |
| E | Number of gates | 1 |
| 13.4 (A) | Maximum first step height (mm) from ground – un-laden position in buses with: Stepped type entry | 400 mm or as per AIS -052 |
| (B) | Maximum height (mm) of other steps | 350 mm or as per AIS 052 |
| 13.5 | Emergency doors/exits or apertures (numbers) | As per AIS 052 |
| A | Dimensions mm | As per AIS 052 |
| 13.6 | Door closing requirements for bus movement - | Buzzer be provided if bus moves before door closing completed |
| A | Power operated service door - construction & control system of a power operated service door be such that a Passenger is unlikely to be injured/trapped between the doors | As per AIS 052 |
| B | Door components | As per AIS 052 |
| C | Door locks/locking systems/door retention items | As per AIS 052 |
| D | Door hinges | As per AIS 052 |
| 15 | Bus body | |

| S. No. | Description | Specifications |
|---|---|---|
| 14.1 | Design type approval | |
| A | Design type approval- all bus body structures & structural aggregates be designed to fulfil the loading, operating & performance parameters using finite element analysis or any other analytic technique for:<br>Strength<br>Stiffness<br>Structural Stability<br>Vibration<br>Safety | Test Certificates required as from CIRT/ARAI/ICAT (Base ARAI certificate for the model quoted to be submitted along with technical bid however Test certificate for the quoted model as per RFP can be submitted before/at the time of proto Inspection) |
| 14.2 | Structural performance | |
| A | Bus structure to meet requirements of: | |
| I | Body structure strength test-<br>each type of vehicle be subjected to roll over test on complete vehicle/specified representative section thereof or to an alternate method approved by the test agency | As per AIS 052 Roll Over Test Certificate required |
| Ii | Stability | As per AIS 052 |
| iii | Deflection | √ |
| Iv | Vibrations | √ |
| V | Roll over protection | √ |
| vi | Joint strength- body panel joints meet requirements<br>of holding the joined panel when subjected to force of 60% of tensile strength of weakest | As per AIS 052 |
| C | Bus body structure evaluation by a & or b | As under |
| I | Physical testing or | As per AIS 052 |

| S. No. | Description | Specifications |
|---|---|---|
| Ii | Finite element method | As per AIS 052 |
| Iv | Roll over tests with the bus rolling from ground level instead of a raised platform. Angular velocity should not exceed 5 degrees/second. All other procedure as per AIS031 | (i) Unstable position should not occur before $28^0$.<br>(ii) No part of structure intrudes into residual space. |
| | 1. Bus tilted to its unstable position | |
| | 2. Bus allowed falling freely under gravity from this | |
| | 3. GVW of the bus to be considered | |
| 14.3 | Bus structure- materials specs etc | |
| A | Super structure | As per OEM Standards and as per structural drawings approved by ARAI/CIRT/ICAT approval Certificate. Approved Structural drawings to be shown/submitted at the time of prototype inspection. |
| B | Under structure: | |
| | | |
| D | Panelling | |
| I | Roof panelling: interior | Aluminium Coil 0.91 mm PVC laminated |
| Ii | Roof panelling: exterior | Aluminium Coil 1.21 mm |
| iii | Side panelling: interior | Aluminium Sheet of 0.91 mm thickness PVC laminated. |

| S. No. | Description | Specifications |
|---|---|---|
| Iv | Other side panels: | |
| V | Stretch panel: Exterior side panels of stretched steel sheet at different waist levels along length of the bus | G.P. sheet as per approval of CTU |
| vi | Skirt Panel | As per OE/Approved ARAI structural drawings. |
| vii | Front end interior | Aesthetically state of Art designed and to be submitted by manufacturer and as per approval of CTU |
| viii | Front end exterior | As per OEM standards |
| Ix | Rear end interior | |
| X | Rear end exterior | |
| 14.4 | Insulation | |
| A | Roof structure | Thermocole Sheet 40 mm thick/FR grade foam 40mm thick |
| B | Engine compartment | Fire retardant preferable ceramic fibre 128 kg/m3 with Aluminium Mesh to prevent fall off over engine or as per OEM standard or ARAI/CIRT/ICAT approved drawings subject to satisfaction of CTU. |
| 14.5 | Floor type/Materials etc | |
| A | Type of floor | As per OEM design |
| B | Floor surface material | 12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gm/cc conforming to IS3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS 710-1976/ latest and fire retardant as per BIS 5509-2000 (IS 15061:2002). There should be Anti Corrosive G.I. Sheet (gauge as per approval of CTU) under Ply board. |

| S. No. | Description | Specifications |
|---|---|---|
| C | Anti – skid material | 3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS5509 for fire retardancy |
| 14.6 | Safety glasses and fittings | Single Piece windshield, stylish exterior, combination head lamps as per approval of CTU |
| A | Front windscreen (laminated) glass: | Single piece laminated safety glass, as per IS 2553 (Part-2)-1992/latest. Front wind screen glass shape may be curved or plain, flat/curved with curved corners, to match vehicle design and contours etc. |
| | Size: | Standard design As per OEM/CMVR/AIS 052 |
| B | Rear windscreen: (wherever provided) | Single piece flat/curved or plain/flat at centre & curved at corners to match vehicle contours/design. Rear wind screen glass be toughened glass IS: 2553(Part-2)–1992/latest. |
| | Size: | Standard design Standard design As per OEM/CMVR/AIS 052 |
| C | Side windows: | Large flat/curved to match bus shape and contour, 1-piece design-fixed toughened glass IS2553 (Part-2)-1992/latest. |
| | Glass thickness: | 4.8-5.3mm |
| | Minimum window glass/aperture area (main windows) in $cm^2$ | 14000 or as per AIS 052 Design/CMVR |
| | Light transmission (%) in case of tinted glasses | As per CMVR/AIS 052 |
| F | Rear view mirrors | As per AIS 052 |
| 14.7 | Seating and gangway etc for ACX buses generally as per AIS 052 | Ergonomically designed seats with soft cushion head seats rest, spacious gangway etc. |
| 14.7.1 | Passenger seating's for ACX type-II buses | As per AIS 052 and as per approval of CTU |
| A | Seat layout | 3x2 |

| S. No. | Description | Specifications |
|---|---|---|
| B | Seat area/seat space per Passenger (width*depth) | 400*400 minimum/ AIS 052 |
| C | Seat pitch - minimum: mm as per AIS 052 | 750 |
| D | Minimum backrest height- from floor to top of seat/headrest | 1100 mm from floor/ As per AIS 052 |
| | Seat base height- distance from floor to horizontal front upper surface of seat cushion | As per AIS 052 |
| E | Torso angle | Minimum $15^0$ |
| F | Passenger seats with high back rest, contoured to suit human body, padded and provided with head rest | √ |
| G | Seat materials | Cushioned seats with Moulded polyurethane foam as per IS15961-2002 or latex foam as per approval of CTU |
| H | Seat frame structure material where required | Frame structure of ERW steel or aluminium tubes/sheets/formed sections and as per approval of CTU |
| I | Free height over seating position mm | More than 900/As per AIS 052 |
| | Seat base height | As per AIS 052 |
| J | Clearance space for seated Passenger facing partition mm | As per AIS 052 |
| K | Seat back/Pad material/thickness: | Polyurethane foam IS15061:2002, 75 mm for seat Back and 130 X 100 MM (Min.) for seat base. |
| | Type | Suitably moulded/fabricated and padded with > 50 mm foam with cloth upholstery |
| | Upholstery | Pile fabric/jekard 0.7-1.0 mm thickness or Tepstry cloth as per approval of CTU |

| S. No. | Description | Specifications |
|---|---|---|
| L | Number of seats | Minimum 50 seats and as per approval of CTU |
| M | Headrest | Required |
| N | Seat arm (Foldable) | At corner |
| O | Magazine pouch | Required |
| Q | Reading lights | LED lights required |
| R | Seat back rest | Fixed |
| S | Seat belts & their anchorage | Not necessary except diver seat (performance etc. as per AIS 052) |
| T | Performance & strength requirements of driver & | As per AIS 052 |
| 14.7.2 | Gangway: | To be proposed manufacturer/ As per approved ARAI/CIRT drawings |
| A | Minimum interior head room (centre line of gangway) mm | 1900 including that in the rear overhang area// As per approved ARAI/CIRT drawings |
| B | Gangway width (mm) from gates to longitudinal space between seats (access to | To be proposed by the Manufacturer// As per approved ARAI/CIRT drawings |
| | Gangway width (mm) in longitudinal space between seats | To be proposed by the Manufacturer/ |
| | Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus) | To be proposed by the Manufacturer/ / As per |
| 14.8 | Driver's work place/cabin/seat etc | Height Adjustable, Forward and rear adjustable as per AIS 052 |
| | Driver work place/cabin provided with more privacy, safety and easy access to controls and inter alia equipped with: | State of art driver cockpit station. |
| A | Camera | 2 nos CCTV inside the bus and one no at back side of bus and one for dashboard Camera with NVR, Provision of SimCard/Dongle and to transmit live feed to Command Control Center. Further it should have capability to store footage upto 15 days and memory should be extendable. |

| S. No. | Description | Specifications |
|---|---|---|
| C | Lights control | At Dashboard |
| D | Driver's seat | As per AIS 023 & AIS 052 |
| E | Three way seat adjustments facility and controls | Required |
| | | |
| 14.9 | Corrosion prevention & painting as well as for internal and external structural members. | Corrosion prevention treatment/painting for structural members/components, assembled structure, panels etc as per AIS-052 |
| B | Primer coating | Suitable specification and performance |
| C | Painting | PU paint panel etch primer, PU primer surface, PU top coat BIS 13213:1991 or latest/international standard as applicable for exterior painting including interior wherever required. shades–IS 5-1978 (or latest) class-A2 as per approval of CTU |
| 15 | Electricals | |
| 15.1 | Electrical Cables | BIS marked, copper conductors with fire retardant as per IS/ISO:6722:2006 as per appropriate class. conductor x-sec varying as per circuit requirements, minimum cross-section 0.5 sq mm. quality marking may also be as per equivalent or better European, Japanese, US standards |
| 15.2 | Conductor cross section | As above and suitable to carry rated current (Japanese Auto Standard JASO D0609-75 AV) |
| 15.3 | Safety requirements of electrical | As per AIS 052 |
| A | Fuse | As per AIS 052 - fuse of rated current 1.5 times the load current of electrical equipment. Necessary in every electrical circuit |
| B | Isolation switches for electrical circuits where RMS | As per AIS 052. Isolation switch required for each such circuit |

| S. No. | Description | Specifications |
|---|---|---|
| C | Location of cables away from heat sources | As per AIS 052- required for each such circuit |
| D | Type approval of circuit diagram as per standards related to electric equipments/wiring | As per AIS 052 - required for all items and to be submitted by the bidder for mtc. of buses. |
| E | Battery cut - off switch (isolator switch) | Heavy-duty type capable of carrying & interrupting total circuit load.1 each near battery and driver |
| 15.4 | Wind screen wiping & washing system etc: | Pantograph or Radial type electrically operated with two wiper arms & blades; wiper motor heavy- duty steel body with minimum 2-speed operation; wiping system as per CMVR/BIS 7827 Part-1, 2, 3 (Sec.1 & 2)/latest. As per AIS 011 |
| A | Wiper motor | Variable speed with time delay relay as per IS011.20-24 cycles/sec, 24 V*150W minimum. |
| B | Wiper arm/blade | Pantograph type or Radial Type. AIS 019/AIS011 |
| C | Wind screen washing system | Required |
| D | Capacity of washing system tank litres minimum | 6 litres or as per OEM Standards |
| | | |
| 15.6 | Lighting - internal & external and illumination | As per AIS 052 |
| 15.7 | Illumination requirements/performance of: | |
| A | Dash board tell tale lighting/control lighting | As per AIS 052 & bulbs tested for photometry as per IS 1606:1996 |
| B | Cabin lighting and Passenger Area Lighting | LED Lights as per AIS 052 |
| 16 | External Lights | Head Lights with LED bulbs o r as per CMVR/AIS -052 |
| 17 | Safety related items | |
| 17.1 | Fire extinguisher | Dry chemical powder type GSR– 853 (E) dated 19.11.2000 (or latest) and As per AIS 052, 2 kg each, ISI Marked |

| S. No. | Description | Specifications |
|---|---|---|
| 17.2 | First aid box | 1 Number, as per provision of CMVR complete with first Aid items like Bandage, betadine tube, cotton etc. |
| 17.3 | Handrails Minimum length*diameter*height above | Colour contrasting and slip resistant of Stainless Steel tubing/M.S. Pipes with PVC sleeves. |
| 17.4 | Entrance/Exit Guard/Step well guard: | Required as above. |
| 17.5 | Emergency exit doors, warning devices etc: | As per AIS 052/CMVR |
| 17.6 | Front/Rear door, step well lights, door open sign | LED Bulbs as per AIS 008 |
| 17.7 | Mirrors right/left side exterior/interior | Convex As per AIS 001 & 002. Interior with double curvature |
| 17.8 | Towing device front/rear | Heavy duty 1.2 times (minimum) the kerb weight of the bus within $30^{o}$ of the longitudinal axis of the bus. As per CMVR & IS 9760 - Ring Type |
| 17.9 | Warning triangle | As per AIS 052/CMVR |
| | Hammers | Hammers to be provided near to each window to break glass in case of fire |
| 17.10 | Fog lighting | Mandatorily Required |
| 17.11 | Bumpers - front and rear | Material to be proposed by the manufacturer/As per OEM standard |
| | Impact strength for bumpers | Meet requirements of Para 6.3.1 of AIS 052 |
| 18 | Miscellaneous items/requirements | |
| 18.1 | Windows | |
| A | Type of window | Large tinted window panes as per AIS 052 |
| B | Minimum height of window aperture (clear | As per AIS-052/ As per CIRT/ICAT/CIRT approved drawings |
| C | Minimum height of upper edge of window aperture from bus floor | As per AIS 052 |
| D | Minimum width of windows (clear vision zone) | As per AIS 052 |
| 18.2 | Cabin luggage carrier (CLC) | As per AIS 052 |
| A | Positioning of Cabin Luggage Carrier | |

| S. No. | Description | Specifications |
|---|---|---|
| I | Width from side wall max.(mm) | 300 |
| Ii | Height from roof max. (mm) | 300 |
| B | Design & material | "ABS (acrylonitrile butadiene styrene) ASTM-BS368/ or better material" as per OEM/CMVR standards. |
| C | Additional provisions at the underside of CLC | |
| I | Seat reading light | To be Provided and should be of best quality |
| Ii | Adjustable air conditioning knob | To be Provided and should be of best quality |
| D | Main Luggage Area Boot | To be proposed by the Manufacturer and required with good locking arrangement with hydraulic holding bars. |
| 18.3 | Passenger entertainment and other miscellaneous | |
| | | |
| A | Magazine pouch | Required |
| B | Adjustable foot rest | Required |
| C | USB charger at each row of seat both sides ( at 3 seats side and 2 seats side.) | Self Closing type power ports one on each row on both sides(LH/RH) be provided |
| D | Water Bottle holder | Required |
| E | Sun Visor for driver | Required |
| 19 | Air conditioning system and Heating System - operational conditions/other requirements etc. | Spheros/Carrier/TransAir (43 kw or 47 kw)<br>G.I. A.C.DUCTING FACILITY SHALL BE PROVIDED FOR EACH ROW OF PASSENGER SEATS ON BOTH SIDES OF THE BUS AND ALSO FOR DRIVER'S CABIN. |
| 19.1 | Specifications | a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature |

| S. No. | Description | Specifications |
|---|---|---|
| 19.2 | Target results | a) 23+/- 1°C (for all temperature ranges)<br>b) Minimum average air velocity at air vent is 4.5 m/s<br>ARAI/CIRT/ICAT Certificated required. |
| 19.3 | Air curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with minimum air flow of 1000±50 $m^3$/hr at each gate | Required |
| 19.4 | Seat air flow adjustment system | Required |
| 19.5 | Air conditioning system in driver work place | As in saloon |
| 20 | Maximum noise levels inside the saloon - test procedure as per AIS 020 | As per ARAI/ICAT/CIRT approved drawings and relevant CMVR/GoI guidelines |
| 21 | Life cycle requirements of bus (whichever is earlier) | 10 years or 12,00,000 km |
| 22 | Driver Cabin | Not Required and as per approval of CTU |
| 23 | Destination boards | 3 nos LED DESTINATION BOARDS required. One at Front and one at back and one for saloon area(Inner). PLC controller should be provided for storage capacity of multiple routes up to 70 routes. The inner board will be stand alone and for dissemination of information for passengers sitting inside the bus. The provision of this system to be such if operator/driver selects one route then it should be displayed on both screens (front and back) simultaneously and as per AIS-052 specs. |
| 24 | Buses should be fitted with ..... | EXTERIOR REAR-VIEW MIRRORS TO GIVE LARGE ANGLE VISION AND TO ELIMINATE FRONT END BLIND SPOTS- IT SHOULD BE EASILY ADJUSTABLE. |
| | | MINIMUMIMUM 2 NOS. OF ROOF HATCHES WITH SIZES AS PER AIS : 052. |
| | | WINDING TYPE FULL WIDTH SUN-BLIND FOR FRONT WINDSHIELD GLASS SHOULD BE PROVIDED. |

**Submission of Design**

1. Bus Design shall be developed based on requirements given in the technical specifications above and sound engineering practices. **The design of bus body shall be submitted by the successful bidder with supporting technical data to this undertaking for approval. However successful bidder shall be required to obtain type approval certificate for the bus** and conformity of the production (COP) as per relevant CMVR and bus body code AIS-052. In addition Finite Element Analysis using Computer Aided Engineering (CAE) techniques for required loads/performance requirements, approval shall be obtained from the ARAI/ICAT/CIRT. The successful bidder shall be liable for ensuring adequacy and safety of the design of the buses.

2. Notwithstanding the approval, bidder shall be wholly and completely responsible for satisfactory design, manufacture, supply and performance of these buses offered during the contract period.

**Bus Body confirming to Standard Specifications:-**

The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) specifications meeting/ surpassing the performance & other requirements as given in the AIS0-52 Rev-I Bus Code. In absence of above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred /indicated. Specifications standards wherever indicated in the Technical Specification shall be conforming to the Specification Standards as amended upto date/ or latest. The safety requirement shall be as per Bus code.

BIS Standards are available from Bureau of Indian Standard, Manak Bhawan, 9-Bahadur Shah Zafar Marg, New Delhi-110002. Web site: http://www.bis.org.in. Similarly, AIS 052(Revision 1 or upto date) & other code Standards are available from Automotive Research Association of India, Post Box No.832, Pune -411 004. Web site: http://www.araiindia.com. ASRTU Specifications are available from Association of State Road Transport Undertakings, Plot No. 4-A, PSP Block, Pocket-14, Sector-8, Dwarka, New Delhi-110075. Web site: http://www.asrtu.org, E-mail address: asrtu@de12.vsnl.net.in.

**WorkManship**

Workmanship during fabrication of bus must be carefully followed:

1. All Casting must be truly formed and free from visible blowholes.
2. All Welded joints must be chipped and well ground to get smooth surface
3. All the bolts and rivets should be well fastened and covered.
4. All welded joints must be chipped and well round to get smooth surface.
5. Sharp corner should be ground and made smooth.
6. Before commencement of the bus body fabrication all the important units of chassis i.e. alternator, self startor, radiator, tyres, batteries, plastic air pipes etc. to be protected to prevent from damages due to welding,drilling cutting, hammering, riveting, falling of metal scraper dust particles etc.
7. All the corner joints in the saloon area should be properly covered with aluminium extruded sections or better material.
8. Good quality of material (sealant/Rubber) and workmanship to be used while fixing of windshield (front & Rear) and window glasses.

**LIST OF MATTERIAL FOR FABRICATION OF BUS BODIES**
**(Better Material can be used only with approval of CTU)**

| S.NO. | NAME OF ITEMS | SPECIFICATIONS (or As per latest | SOURCES |
|---|---|---|---|
| 1. | Aluminum sheets | IS:737:1966 (3R)(up to latest) | M/s. HINDALCO<br>M/s. BALCO<br>M/s NALCO |
| 2. | Alum. Extruded Sections | IS:733:1993)(up to latest) | M/s. HINDALCO<br>M/s. INDAL<br>M/s.BALCO<br>M/s NALCO |
| 3. | **MS sheets**<br>a) CRCA Sheets 1mm to 2mm<br>b) HRCA Above 2mm | IS:513: 1986)(up to latest) | M/s. SAIL<br>M/s. TISCO<br>M/s. IISCO |
| 4. | M.S. Channel<br>50x100x50x6mm<br>40x75x40x6mm | As per latest AIS/BIS specification | ---do----- |
| 5. | **M.S. Angle**<br>a) 75x75x6mm<br>b) 50X50X6mm | IS:2065:1984)(up to latest)<br>IS:808:1984)(up to latest) | M/s. SAIL<br>M/sTISCO M/s IISCO |
| 6. | Brakes | As per relevant AIS/BIS specification | WABCO/TVS |
| 7. | Battery | As per relevant AIS/BIS specification | Exide/Amron |
| 8 | Self Starter and Alternator | As per relevant AIS/BIS specification | As per OEM |
| 9. | Air Conditioning System | | Carrier/Spheros/TransAir |
| 10. | Passenger Seats Fix Seat3X2Confg. Readymade Bus Passenger Seats | AIS023 &AIS052, ARAI APPROVED | M/s Harita or M/s Pinnacle<br>(design only after approval of CTU) |

| | | | |
|---|---|---|---|
| 11. | Driver seats | ----do--- | ----do--- |
| 12. | **Electric Item:**<br>a) LT Wire 4 mm & 6 mm Size<br>b) Battery Cable Size 325/0.45mm | As per Bus Code AIS-052 | Havells/Phillips |
| 13. | Head light LED | As per latest AIS/BIS specification | Lumax/Hella |
| 14. | LED Lights in saloon | As per latest AIS/BIS specification | M/s. Phillips<br>M/s. Power Electronics<br>M/s Havells |
| 15. | Tar felt 2mm thick | As per latest AIS/BIS specification | M/S Shalimar Tar Products |
| 16. | LED destination boards | As per latest AIS/BIS specification | Lumax/Power Electronics or equivalent only as per approval of CTU |

## SECTION VII: (ii) DETAILED INFORMATION ON 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.

1.2 Salient technical specifications of the bus are to be provided by the Bidder and the same shall form a part of **"Technical Bid".**

1.3 Additional aspects pertaining to the Technical Specifications.

1.4 CTU Logo along with complete name of this Undertaking be mentioned on both sides of the buses

### 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. SOFTWARE FOR MAINTENANCE SPARE AND MATERIALS

The Bidder shall provide one set of the Software (for diagnosing defect in bus) for maintenance along with necessary hardware (i.e. OBD diagnostic tool) and details of the components/spares along with List Price with discounts if any required for maintenance of the buses. The Bidder shall also provide Manual of Spare-Parts (along with prototype bus) with details of O/E Manufacturers/Suppliers of each part with drawings/electrical circuits etc. and specification thereof.

### 5. Warranty

The fully built bus shall be covered under Warranty of two years or 2.5 lac K.M. (whichever is earlier) by bus manufacturer.

### 6. STATUTORY REQUIREMENT

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

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

**ANNEXURE- 1**

**PROFORMA FOR STATEMENT OF DEVIATIONS**

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

Bid No._____ Date of Opening:

_____

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

CLAUSE DEVIATION REMARKS (including justification)

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

_____

(Signatures and Seal of the Bidder)

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

**ANNEXURE – 2**

**PROFORMA FOR STATEMENT OF DEVIATIONS (FROM TECHNICAL SPECIFICATIONS)**

Bid No._____ Date of Opening:

_____

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

CLAUSE DEVIATION REMARKS (inclusive justification)

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

Signatures and Seal of the Bidder

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

**ANNEXURE – 3**

**PROFORMA FOR SUBMISSION OF BID**

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

Bid No._____ Date of Opening:

To _____

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 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 180 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 _____2018

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

Address

**Witness** **Signature of Bidder**

Name _____

Address_____

Occupation_____

**ANNEXURE 4**

## FORMAT FOR PRICE/ FINANCIAL BID FOR BUS

| | | | | | | |
|---|---|---|---|---|---|---|
| Tender Inviting Authority | | | | | | |
| Name of the work: Tender for the purchase of fully built 40 HVAC Inter City buses. | | | | | | |
| Contact No. | | | | | | |
| Name of the bidder: | | | | | | |
| DETAIL OF PRICE BID | | | | | | |
| Sr. No | Description | Unit | Quantity | Unit Price at Destination (F.O.R.) (In Rs.) | Total landed price at Destination (in Rs.) | |
| 1 | 2 | 3 | 4 | 5 | 6 | |
| | Fully Built HVAC Diesel BS-IV Buses (excluding GST) FOR | Each | 40 | | | |

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

We hereby offer to supply the buses according to tender & supply order at the price quoted & agreed and to hold this offer open for acceptance for a period of 6 month from the date of opening of Financial Bid of tender.

**Note**

1. Tender shall quote Unit Price including transportation charges, toll charges, insurance charges, training charges, temporary registration charges or any other charges from contractor Manufacturing Unit to destination CTU, workshop Chandigarh and any other financial component defined in RFP but excluding GST.

2. Proof of having deposited Goods & Service tax etc. as per rules enforce be provided.

**Signature of the Bidder**

**Annexure-5**

**PROFORMA FOR EARNEST MONEY/BID SECURITY**

To

_____ Date of Opening_____

Bid No._____

1. The Bidder shall furnish Bid Security (hereinafter also referred to as “Earnest Money Deposit” (EMD) of Rs.40 Lakhs (Rupees Fourty Lakh only), for buses as part of his Bid. Bid Security shall be sealed in a separate sealed envelop super scribed “Earned Money Deposit” for Bid due on _____ upto 14.00 hours.

2. The Earnest Money Demand (EMD) with validity period of at least 180 days beyond the financial bids validity period should be in the form of ‘’ Account payee Demand Draft’’ or Bank Guarantee in favour of Director Transport Union Territory –cum- Divisional Manager, CTU, Chandigarh payable / en- cashable at Chandigarh of any nationalized / Scheduled / Commercial Bank, operating in India..
3. Detail of EMD submitted
4. DD No. _____Dt. _____
5. DD 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-6**

**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. _____ having its principal place of business at ..... herein after 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 40 HVAC 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 Bid Acceptance bearing No. _____dated ..... and terms and conditions.
- Amendments in the Contract, if any.
- Other conditions agreed to any documented as listed below:
- Bid's Commercial Terms
- Time Schedule for execution of Contract agreed by Contractor
- Warranty for the Buses for 2 years.
- 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 Bid Acceptance i.e. LOBA.

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

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

SIGNED, SEALED AND DELIVERED

By the said By the said

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

On behalf of the Purchaser On behalf of the Contractor

In the presence of In the presence of

Witness..... Witness

..... Name.....

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

Address.....

**ANNEXURE -7**

**AFFIDAVIT PROFORMA**

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

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

- That the deponent has not given any commission to any officer/official of the purchaser _____ 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 _____2018.

DEPONENT

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

**ANNEXURE-8**

**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 2018 ) 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-9**

**Provisional Acceptance certificate**

Name of the Bus

Manufacturer _____ Place of receipt _____

Chassis No. _____ Engine No. _____

T 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 -10**

**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 _____

**SIGNED, SEALED AND DELIVERD**

**On behalf of Purchaser**

**Singed on behalf of Contractor/**

**Bidder**

(i) Witness …….. (i) Witness …….. .

(ii) Witness …….. (ii) Witness …… ……

**ANNEXURE -11**

**Format of Letter of Bid Acceptance**

**[To be issued by the Authority]**

To:

_____

_____

_____

Date: _____

Kind Attention: _____

**Subject: Letter of Bid Acceptance for Design, Manufacture, Supply, and Commissioning of 40 Nos Diesel Fuelled Fully Built BS-IV(SCR technology) HVAC Buses including warranty of 2 years.**

Dear Sir,

This is to notify you, M/s _____ that your bid dated_____ submitted pursuant to Request for Proposal for Selection of a Contractor for Design, Manufacture, Supply and Commissioning of Diesel fuelled fully built _____ meter long No. (**''Project''**) _____ dated _____, the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the

Director Transport, UT, Chandigarh:

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

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

1. Countersign this Letter of Award at the place indicated below to indicate your acknowledgment of the award of the Project by the Director Transport, UT, Chandigarh to you and return it to the office of Director Transport, UT, Chandigarh within a period of [_____] days from the date of this letter;

2. Submit a bank guarantee in favour of ''_____'' for an amount of Rs. [_____] Rupees _____only) in the format specified in Annexure _____ annexed to the Contract, at the time of execution of the Contract on the date specified below.

3. You are required to send your duly authorized representative (with the proof of due authorization in the form of power of attorney or a Board Resolution) to execute the Contract (which shall be executed without any deviation from the Contract at [_____] am/pm] on [_____] at the office of Director Transport, UT, Chandigarh.

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

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

**Acknowledged and Accepted by _____**

_____

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

Designation of the Authorized Person

Seal of the Company

Date:-

**Annexure - 12**

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

I, Sh. _____S/o Sh. _____

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

1. I, the undersigned, is duly authorised to apply for this tender and give the undertaking and affidavit.

2. I, the undersigned, have read and understood the detailed terms and conditions of the tender documents as well as Tender Notice and undertake to abide by them.

3. I hereby undertake and declare that my bidding manufacturing company has not been blacklisted/ prosecuted by the Central/UT/State Government/Undertaking/Board/Corporation/ Authority/Court of Law.

4. I hereby undertake and declare that no criminal proceeding is pending against the undersigned/bidding manufacturing company anywhere in India and no dues/outstanding of any of the Central/UT/State Government/Organization/Boards/Corporation against the tenderer/deponent/firm/company at the time of applying this tender.

Deponent
(Signature of the authorized person)

**Annexure - 13**

## CHANDIGARH TRANSPORT UNDERTAKING
## CHANDIGARH

## IMPORTANT INSTRUCTIONS

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

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

3. The Earnest Money Deposit of Rs. 40,00,000/- (Rupees fourty lakh only) in the shape of Account Payee Demand Draft or Bank Guarantee from any of the Scheduled/Commercial banks, drawn in favour of the "**Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh"** payable at Chandigarh. Earnest Money in any other form is not acceptable and the bid shall be liable to be treated as invalid.

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

**CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER**

| Sr. No. | Particulars | Reference page |
|---|---|---|
| 1. | Name of the bidding manufacturer and location of its office with complete address and Telephone/Email/Fax Nos. and complete details of the contact person. | |
| 2. | Certificate of incorporation/registration of the bidder. | |
| 3. | Copies of Chassis Manufacturer's Certificate/Undertaking | |
| 4. | Attested copy of valid PAN/TAN and GST Nos. issued by the Competent Authority in respect of the bidder. | |
| 5. | EMD of Rs. 40,00,000/- by way of Account Payee Demand Draft or Bank Guarantee in favour of **Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh** payable at Chandigarh. (Annexure 5) | |
| 6. | Signed copies of the technical bid confirming bidder accepting all the terms and conditions of the tender. | |
| 7. | An affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer/bidding firm. (Annexure 12) | |
| 8. | Undertaking/copies of experience certificate of last three (03) years of manufacturing and supply of buses. | |
| 9. | Purchase orders and performance certificates for supply of 40 HVAC fully built up buses in single or multiple order to any STU. | |
| 10. | Documentary evidence in support of having manufacturing facilities and plant duly supported with certificates of having accredited as per relevant AIS and IS Standards. | |
| 11. | Any deviation from the "Instructions to Bidders" GCC and SR (Annexure 1). | |
| 12. | Any deviation from the Technical specifications (Annexure 2) | |
| 13. | Statement to be certified by the Chartered Accountant in practice regarding average annual turnover of Rs. 20 crores for preceding 3 financial years and supported with audited Balance Sheets and Income Tax returns for the relevant financial years. | |
| 14. | Net worth of more than Rs. 10 crore to be certified by the Chartered Accountant in practice or Company Secretary in practice. | |
| 15. | Attested copy of valid Income Tax Clearance Certificate for last three years issued by the competent authority in r/o bidder. | |
| 16. | Any other relevant information. | |

Place: _____
Dated: _____

Signature of Tenderer_____
Full Name of the Tenderer_____
Address_____
_____