CHANDIGARH TRANSPORT UNDERTAKING,
CHANDIGARH

REQUEST FOR PROPOSAL (RFP)- Amended

FOR SUPPLY OF FULLY BUILT NON AC- DIESEL-MIDI URBAN BUSES (650 mm)

CHANDIGARH ADMINISTRATION

CHANDIGARH TRANSPORT UNDERTAKING, CHANDIGARH

REQUEST FOR PROPOSAL – Amended

FOR SUPPLY OF FULLY BUILT NON AC- DIESEL- MIDI URBAN BUSES (650 mm)

Dated: - 26.12.2013

Office of

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

Plot No. 701, Industrial Area, Phase -1, Chandigarh -160002

Phone No. 0172-2679002

Fax No. 0172-2655970

E-mail: ctu-chd@nic.in

Website :- http://chandigarh.gov.in

RFP - Document No. _____

SECTION -1

DISCLAIMER

This RFP is being issued by Divisional Manager, CTU & Director Transport, Union Territory, Chandigarh for inviting tenders for supply, testing, commissioning of 49 Fully Built Midi Urban Buses (650 mm), diesel type Non AC buses conforming to Bharat Stage –III (Euro-III) norms, (hereinafter called “buses” on such terms and conditions and technical specifications as set out in this RFP document and other Urban Bus Specifications issued by Ministry of Urban Development, Government of India/ CMVR rules/ ARAI guidelines’.

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

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

CONTENTS OF REQUEST FOR PROPOSAL (RFP) DOCUMENT

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

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SECTION; II NOTICE INVITING TENDER (NIT)-

CHANDIGARH TRANSPORT UNDERTAKING

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

E—TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-Tender from manufacturers of Diesel bus chassis and / or fully built Diesel Buses for supply (including Design, Manufacture, supply, Testing & Commissioning) of 49 Nos. Fully Built, Diesel- Non AC Midi Urban Buses (650 mm), including standard warranty period as offered by the bus manufacturer conforming to Bharat Stage- III standards.

Eligibility Criteria:

1. The average annual turnover of the Bidder shall not be less than ₹ 10 Crores for each of the preceding 3 financial years i.e. 2010-11, 2011-12 & 2012-13.
2. The Bidder must be well established and must have minimum 3 years' experience of manufacturing and supplies of buses.
3. The bidder shall have present net worth (on the last day of previous financial year) of not less than ₹ 7 crores

Submission of Bids:

The tenders must be submitted Online on or before 03.01.2014 time 15:00 hours. The technical bid will be opened on 06.01.2014 at 15:00 hours. The detailed terms and conditions of the tender can be downloaded from the Chandigarh official website: http://etenders.chd.nic.in.

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

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

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

SECTION III ; DEFINITIONS & ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

11. **"Delivery of Buses"** shall be deemed to take place only if the buses are delivered in accordance with the terms of the contract/agreement after approval by the Inspecting Officer if so provided in the Contract to

i) The Consignee at its premises/site

Or

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

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

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

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

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

16. **"Inspection means"** 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.

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

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

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

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

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

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

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

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

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

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

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

SECTION IV: INSTRUCTIONS TO BIDDERS (ITB)-

1. GENERAL

1.1 CTU (hereinafter referred to as the Purchaser), **invites Online tender** in Two Bid System for buses (supply, testing, commissioning) as per "Schedule of Requirements "and 'Technical specifications including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III standards, from established and reliable manufacturers having at least 3 years' experience in manufacturing of fully built buses by the years ending on 31.03.2013.

1.2 The bidder shall agree in respect of each bus a standard warranty period offered by the Bus Manufacturer to ensure trouble free services, supply of components.

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

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

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

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

2. ELIGIBILITY CRITERIA-

2.1 The average annual turnover of the Bidder shall not be less than ₹ 10 Crores for each of the preceding 3 financial years i.e. 2010-11, 2011-12 & 2012-13.

2.2 The Bidder must be well established and must have minimum 3 years' experience of manufacturing and supplies of buses.

2.3 The bidder shall have present net worth (on the last day of previous financial year) of not less than ₹ 7 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. The tender documents can be downloaded free of cost, however, the tender fee of Rs- 25,000/-(Rs. Twenty five thousand only) (non-refundable) against the tender documents, has to be paid by the bidder in the form of Demand Draft, payable to ‘’Director Transport, Union Territory Chandigarh” at Chandigarh with the technical bid.

4. COST OF BIDDING

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 the date 06.12.2013 at 11.00 hours, in the office of Divisional Manager, CTU & Director Transport, Union Territory, 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 05.12.2013 upto 16.00 hours from the date & time of the pre-bid conference. 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 06.12.2013 upto 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 07.12.2013 at 16.00 hours. The addendum to the RFP - Document may be downloaded from the website of the CTU.

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 along with any and all amendments therein 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**:**

a. Copy of Certificate of Incorporation.

b. The average annual turnover of the Bidder shall not be less than ₹ 10 Crores for each of the preceding 3 financial years i.e. 2010-11, 2011-12 & 2012-13**.**

c. The Bidder must be well established and must have minimum 3 years' experience of manufacturing and supplies of buses.

d. The bidder shall have present net worth (on the last day of previous financial year) of not less than ₹ 7 crores

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. As per list available at Annexure attached.

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

11.2 The Bidders may be required to provide a Power Point Presentation of 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. 25.00 lakh. (Rs. Twenty five Lakh only), w.r.t bid for Non AC buses as part of his Bid. The bid security shall be sealed in a separate sealed envelope super scribed "Earnest Money Deposit '' for Bid due on 03.01.2014 upto 15.00 hours for 49 Midi Urban Non AC Buses to be deposited. The Earnest Money Demand (EMD) with validity period of at least 45 days beyond the financial bids validity period should be in the form of '' Account payee Demand Draft'' or Bank Guarantee payable in favour of Divisional Manager, CTU, &,Director Transport, Union Territory, Chandigarh payable /en-cashable at Chandigarh of any nationalized / Scheduled Commercial Bank, operating in India. (Annexure 5)

12.1 Any Bid not accompanied with valid and required as per RFP 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.

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

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

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

16. INSURANCE

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

17. BID VALIDITY

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

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

18. FORMAT AND SIGNING OF BID

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

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

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

19. TWO BID SYSTEM

19.1 Bidders shall have to submit bid online only.

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

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

20. MODIFICATION AND WITHDRAWAL OF BIDS

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

21. BID OPENING

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

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

24. EVALUATION AND COMPARISON OF BIDS

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

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

24.3 The Purchaser shall evaluate and compare the price/financial bids of only those Bidders who have offered the prices complete in all respect as per the RFP document. The evaluation will be made at all inclusive total price of a bid. The total price means the Bus price including all taxes and VAT.

25. AWARD OF CONTRACT: AWARD CRITERIA

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

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

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

27. NOTIFICATION OF AWARD

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

28. SIGNING AND ACCEPTANCE OF 'LETTER OF ACCEPTANCE'

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

28.2 Upon return of '**Letter of Acceptance'** from the successful Bidder, Contract in accordance with the form of agreement prescribed with the RFP Document, shall have to be signed by both the parties **(Annexure 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 Acceptance'. The Purchaser will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder.

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

29. PERFORMANCE SECURITY

Within 30 days of dispatch of the **'Letter of Acceptance'** from the Purchaser, the successful Bidder shall furnish to the Purchaser a Performance Security for an amount equivalent to 10% of the total Contract value.

30. CORRUPT PRACTICES

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

SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

1. INTERRPRETATIONS

In the contract, unless the context otherwise requires:

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

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

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

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

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

2. PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

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

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

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

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

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

3. CONTRACT

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

3.2 The whole contract is to be executed in the approved, substantial and workman like manner, to the entire satisfaction of the Purchaser. Purchaser shall have full power, at every stage of progress, to inspect the chassis / buses at any times as he may deem fit and to advise for rectifications, if any and even to reject any of the Bus / item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive. **(Annexure 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 Acceptance'** of the bid by the Purchaser, for an amount equivalent to 10% of the value of the contract in Indian Rupees.

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

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

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

5. LIQUIDATED DAMAGES

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

5.2 @ 0.5% (Zero point five per cent) of the total value of the buses (inclusive of duties & taxes) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof 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 duties & taxes) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is between 4 (four) weeks and 8 (eight) weeks and

5.4 @ 1.00% (One percent) of the total value of the buses (inclusive of duties & taxes) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is beyond 8 (eight) week. The decision of Purchaser shall be final in this regard.

Example: In case delay period is 32 days, then pre-estimated Liquidated damages shall be worked @ 0.75% 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 fulfillment of contract shall be postponed during the period when such circumstances are operative.

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

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

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

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

8. DELIVERY

8.1 The delivery of 49 Non AC Midi Urban Buses including prototype bus is to be completed within the contracted delivery schedule of 150 days (five months) from the date of issue of confirmed Purchase Order. If the Contractor/Bidder 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 receipt of buses at the consignee's end. If the Contractor fails to commission the buses during aforesaid period, the Purchaser shall take action as per **clause 8.10** of General Conditions of Contract.

8.4 Notwithstanding any inspection and approval by the 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/Goods.

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

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

8.8 The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery must be completed 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 successful bidder is found not be have enough capacity to supply, then upto 40% of supply order can be placed with 2nd lowest bidder at 1st lowest finalized rates**.**

8.12 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 25% (Twenty five percent) of the initially contracted numbers of Buses, (i.e. the number of buses ordered in the LOA) at any time till the completion of delivery of the entire ordered number of Buses without any change in the Unit Price or other Terms & Conditions. The decrease / increase in ordered quantity, if any, will be intimated within one month to the contractor /bidder from the date of clearance of proto type bus by the purchaser.

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 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 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.

- Phosphating of components and their preparation for structural use
- Structural assembly stage before panelling in all buses
- Sub assemblies of various aggregates like Windows, etc
- Panelling and painting stage of buses
- Final completion after panelling, and equipping 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 modification which are not part of the mutually agreed bus specifications.

13.2 The purchaser shall not conduct any laboratory test if the material procurement certificates are submitted by the supplier at the time of inspection of buses. 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 shall has to be borne by the supplier.

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.

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 price of each consignment of the buses dispatched will be made within 2 weeks to the contractor on receipt of the buses by the consignee, along with relevant documents and receipt of bill along with the documents including provisional Acceptance Certificate' **(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. SERVICE MANUALS AND SPARE PARTS CATALOGUES

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

17. 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 will be provided by Contractor on **'free of cost'** basis. Bus fuel/ available facilities with the Purchaser will be provided by the Purchaser.

18. DUTIES & TAXES

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

19. WARRANTY: - The Contractor/Bidder will be responsible for any defect or failure of Buses or equipment provided in these buses due to defective design, material or workmanship, for a standard warranty period offered by the bus manufacturer individually for each bus from the date of delivery at destination Chandigarh CTU Workshop. The rectification / replacement of failed components / equipment will have to be undertaken by the Contractor/Bidder free of charge. The Contractor/Bidder shall collect the failed & defective components/equipment from Purchaser's site and send them to the works of the supplier at the cost and responsibility of Contractor/Bidder. The contractor/bidder will ensure to supply the spare parts during the warranty /pos warranty period till the life of the bus. The contractor/bidder will ensure to supply the spare parts during the warranty /post warranty period till the life of the bus. For which the contractor /bidder will have to deposit bank Guarantee valid upto the life of the buses for an amount equivalent to 2% of the total value of supply order/ Letter of Acceptance at the time of placing of supply order. In case of default, the panel action as per Rate Contract of ASRTU, New Delhi of M/s Tata Motors Limited & M/s Ashok Leyland limited will be taken against the contractor and in case of any ambiguity, the panel action as deemed fit by the department will be taken against the contractor.

20. FALL CLAUSE

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

21. **Conflict of Interest**

A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit 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 4A of the Companies Act 1956. For the purposes of this Clause 2.9(i), indirect shareholding held through one or more intermediate persons the computation of indirect shareholding of such person in the subject person shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person(the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding 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.

22. 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.

SECTION VI: SCHEDULE OF REQUIREMNTS (SOR)

Item No.	Description of Work	Tendered Quantity (in nos.)	Warranty period	Period of supply of Buses	Consignee	Earnest Money Deposit (EMD)
1.	Design, Manufacturer, supply, Testing, commissioning of **Fully Built Non AC Midi Urban Buses (max 650 mm) Diesel Type** conforming to Bharat Stage-III norms or latest as per specification given in RFP Document.	**49 Nos.**	Standard warranty period as offered by the bus manufacturer with respect to each bus	150 days from the date of issue of Letter of Acceptance	Divisional Manager, CTU & Director Transport, Union Territory, Chandigarh	Indian Rupees 25 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-(i) Broad Technical Specifications for Diesel Midi Urban Non A.C Buses(650 mm)

Sr. No.	Description	Urban Bus Specifications-II	Requirement of CTU
	Bus Floor heights in mm	Maximum floor height 900 mm with inclusion of variants of having floor height of 400 mm& 650mm	**Floor height 650 mm**
	Definition of low floor area	"Low floor area shall not be less than 50% of the total saloon area (excluding front wheel boxes and driver's cab) and shall not be ramped in the longitudinal plane"	Same as per MoUD guidelines
1	Propulsion system	ICE. electrical, hybrid, fuel cell	ICE
2	Fuel-options	Fuel to be compatible with propulsion system & prescribed emission norms	Diesel Fuel
3	Engine	Fuel compatible engine	Same as per MoUD guidelines
3.1	Engine HP sufficient to provide :		Same as per MoUD guidelines
a	Rated performance at GVW in a stop/start urban operations	Geared maximum speed without speed limiter to be minimum 75 kmph	Same as per MoUD guidelines
b	An acceleration (meter/sec^2)	≥ 0.8	Same as per MoUD guidelines
c	Attain bus speed of 0-30 kmph in seconds	≤ 10.5	Same as per MoUD guidelines
d	Maximum speed	Geared maximum speed without speed limiter to be minimum 75 kmph	Same as per MoUD guidelines
e	Grade ability from stop at GVW	17%	Same as per MoUD guidelines
f	Rated HP / torque preferably at lower rpm/rpm range	Maximum engine torque required at lower range of RPM and spread over a wider range of RPM	Same as per MoUD guidelines
g	Power requirements for Air conditioning system, ITS etc	Required	**Not required for Air conditioning system**
3.2	Emission norms	BS III/BS IV/latest as applicable	**BS-III**
3.3	Engine management	Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, engine % load (torque), diagnostic message (engine specific)	Same as per MoUD guidelines

3.4	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%, and altitude levels of up to 2000 meters, generally operating in the semi arid zone/hilly region prevailing in the area	Same as per MoUD guidelines
3.5	Engine location	Optional	Same as per MoUD guidelines
3.6	Transmission		
a	Automatic with torque convertor. Neutral during stops	Purchaser to select any one transmission system. However, rear engine buses to have either automatic or automated manual transmission system only. (any bus delivered after 1st April, 2015 will mandatorily have either automatic or automated manual transmission system)	Manual synchromesh transmission
b	Automated manual		
c	Manual - synchromesh - forward speeds (minimum 5) & constant mesh on reverse gear		
d	Mounting	Column or floor Optional	Same as per MoUD guidelines
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)	Same as per MoUD guidelines
5	Clutch (where applicable)	Dry, single plate, power assisted operation	Same as per MoUD guidelines
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations	Same as per MoUD guidelines
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights	Same as per MoUD guidelines
6	Steering system	Hydraulic power steering	Same as per MoUD guidelines
7	Suspension system	Optional (air suspension/ independent/ parabolic/weveller)- irrespective of the type of suspension, floor level of bus should not go beyond maximum floor height	Same as per MoUD guidelines
7.1	Front		
7.2	Rear		
7.3	Kneeling (mm) applicable in case of air suspension (required only for 400 mm floor height buses)	60 mm entry/exit side severally & collectively	As per latest MoUD guidelines
7.4	Anti roll bars /stabilizers	Both front and rear	Same as per MoUD guidelines
7.5	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear	Same as per MoUD guidelines

7.6	Controls (optional)	Electronically controlled air suspension system		Same as per MoUD guidelines
8	Braking system	Dual circuit full air brakes, with preferably disc type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (any bus delivered after 1st April, 2015 will mandatorily have disk brake in front)		"Optional" disc type arrangement for front and drum at rear brakes. Other specifications same.
8.1	Anti skid anti brake locking system (ABS)	As per CMVR		Same as per MoUD guidelines
8.2	Electronic controls (optional)	√		Same as per MoUD guidelines
9	Electrical system	12/242 volt DC	24 volt DC	**24 Volt DC**
9.1	Batteries:	Low maintenance type lead acid batteries for 12/24 V (as applicable) system- performance as per BIS:14257-1995(latest). 2*12V of commensurate capacity. Maintenance free batteries preferred.		Same as per MoUD guidelines
9.2	Self Starter	12/24V2	24V	**24V**
9.3	Alternator	12/24V2	24V	**24V**
9.4	Electrical wiring & controls -type	As specified separately under ITS specifications		Same as per MoUD guidelines
10	Speed limiting device	Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit		Standard fitment in the bus
11	Tyres	Steel radial tube-less. Size and performance as per CMVR		Same as per MoUD guidelines
12	Fuel tank	Capacity of diesel fuel tank of adequate to enable bus operation of up to 250 km between consecutive fillings		Same as per MoUD guidelines
12.1	Fuel tank location	Optional		Same as per MoUD guidelines
13	Bus characteristics			-
13.1	Bus dimensions in mm			-
a	Overall length (over body excluding bumper)	≤ 7000	≤ 9400	≤ 9400
b	Overall width (sole bar/floor level- extreme points)	≤ 2200	≤2500	≤2500

c	Overall height (unladen-at extreme point)	3300 (maximum)	3800 (maximum)	3800 (maximum)
d	Wheel-base	≥3000	≤ 5000	≤ 5000
i	Front overhang	As per CMVR		Same as per MoUD guidelines
ii	Rear overhang	As per CMVR		Same as per MoUD guidelines
13.2	Turning circle radius (mm)-minimum	As per CMVR		Same as per MoUD guidelines
13.3	Floor height above ground (mm) - maximum	900/650/400	900/650/400	650 mm
13.4	Clearances (mm)			
a	Axle clearance (mm)	Minimum 190 mm		As per latest MoUD guidelines
b	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body & > 170 mm for the parts moving vertically with axle.		Same as per MoUD guidelines
c	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240 mm.		Same as per MoUD guidelines
13.5	Angles (degrees)			
a	Angle of approach (unladen)	Not less than 8.0°		Same as per MoUD guidelines
b	Angle of departure (unladen)	Not less than 8.5°		Same as per MoUD guidelines
c	Ramp over angle (half of break-over angle)	Minimum 4.8°		Same as per MoUD guidelines
14	Bus Gates/Doors			-
14.1	Entry exit gates with doors			-
a	Operating mechanism	Electrically /Electro pneumatically controlled	Electro pneumatically controlled	Electro pneumatically controlled
b	Maximum opening closing time in seconds per operation	4		Same as per MoUD guidelines
c	Positions of door controls	As per AIS 052		Same as per MoUD guidelines
d	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory		Same as per MoUD guidelines

14.2	Front service doors - near side:	√	√	Same as per MoUD guidelines
a	Door aperture (without flaps) in mm	As per AIS 052		Same as per MoUD guidelines
b	Clear door width (fully opened) in mm	As per AIS 052		Same as per MoUD guidelines
c	Door height in mm	As per AIS 052		Same as per MoUD guidelines
d	Positioning front service gate	As per AIS 052		Same as per MoUD guidelines
e	Number of gates minimum	1		**One**
14.3	Rear service doors (near side): where provided	Optional and at the discretion of purchaser		Same as per MoUD guidelines
a	Door aperture (without flaps) in mm	As per AIS 052		Same as per MoUD guidelines
b	Clear door width (fully opened) in mm	As per AIS 052		Same as per MoUD guidelines
c	Door height in mm	As per AIS 052		Same as per MoUD guidelines
d	Positioning rear door with respect to centre line of rear axle.	As per AIS 052	Preferably rear edge of gate 1500 mm ahead of centre line of rear axle or front edge of gate 1500 mm behind centre line of rear axle	Preferably rear edge of gate 1500 mm ahead of centre line of rear axle or front edge of gate 1500 mm behind centre line of rear axle
e	Number of gates	1		One
14.4	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:			-
a	Stepped type entry	400	400	400
b	No step entry/level entry (maximum)	900/650/400	900/650/400	650
14.5	Maximum height (mm) of other steps			-
a	if door ahead of rear axle	250	250	250

b	if door behind rear axle	300	300	300
14.5	Ramp for wheel chair at the gates	Sunken type wrap over (manually operated) ramp, for wheel chair of PwDs, fitted on floor at gate in front of PwD seat anchorage. Suitable design mechanism for 650/900mm floor ht considering that floor level of bus stops are at 400mm		Same as per MoUD guidelines
a	Dimensions	As applicable for 14.5		Same as per MoUD guidelines
b	Material			
c	Load carrying capacity			
d	Device to prevent the wheel chair roll off the sides when the length exceeds 1200 mm			
e	Device to lock wrapped up ramp			
f	Kneel ramp control: (applicable in reference of clause 7.3)	Kneeling arrangement for kneeling on left side severally and combined. Kneeling up to 60mm		Same as per MoUD guidelines
g	Requirement for passenger with limited mobility	√		Same as per MoUD guidelines
i	Wheel chair anchoring - minimum for one wheel chair	√		Same as per MoUD guidelines
ii	Priority seats - minimum 2 seats	√		Same as per MoUD guidelines
iii	Stop request- on every pillar	√		Same as per MoUD guidelines
h	Emergency doors / exits or apertures (numbers)	As per AIS 052		Same as per MoUD guidelines
h.1	Dimensions in mm	As per AIS 052		Same as per MoUD guidelines
i	Door closing requirements for bus movement	Bus could move only after door closing completed		Optional

l	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 while closing.	As per AIS 052	Same as per MoUD guidelines
ii	Door components	As per AIS 052	Same as per MoUD guidelines
iii	Door locks/locking systems/door retention	As per AIS 052	Same as per MoUD guidelines
iv	Door hinges	As per AIS 052	Same as per MoUD guidelines
15	Bus body		
15.1	Design type approval	As per Annexure-3	Same as per MoUD guidelines as indicated in Annexure -3
15.2	Bus structure - materials specifications etc	Material to be decided by the manufacturer OR as per the tender specifications issues by purchaser. Other requirements as per bus body code. Material should fulfill strength etc. requirements indicated under Annexure-3	Same as per MoUD guidelines as indicated in Annexure -3
15.3	Insulation		
a	Roof structure/ body	Material to be decided by the manufacturer OR as per the tender specifications issues by purchaser. Other requirements as per bus body code. Material should fulfill strength etc. requirements indicated under Annexure-3	Same as per MoUD guidelines
b	Engine compartment		
15.4	Aluminum extruded sections for:		
15.4.1	Rub rail	Aluminum extrusion IS 733/1983 or better	Same as per MoUD guidelines
	Decorative moulding		
	Wire cover		
	Wearing strip		
	Foot step edging		
	Panel beading		
	Window frame		
	Roof grab rail brackets		

15.5	Floor type / materials etc			-
a	Type of floor	As per AIS 052	Flat except at wheel arches in the low floor area of bus- seats may be located over the wheel arches	Flat except at wheel arches in the low floor area of bus- seats may be located over the wheel arches
b	Type of floor	Applicable only for BRTS		NA
c	Steps on floor	No steps except those necessary on near side gates or in rear side for rear engine buses	No steps except those necessary on near side gates or in rear side for rear engine buses	No steps except those necessary on near side gates or in rear side for rear engine buses
d	Steps on floor	N/A		NA
e	Maximum floor slope	As per AIS 052		Same as per MoUD guidelines
f	Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2gms/cc conforming to IS 3513(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(IS15061:2002),		Same as per MoUD guidelines
g	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS5509 for fire retardancy		Same as per MoUD guidelines
15.6	Safety glasses and fittings:			-
a	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1)		Same as per MoUD guidelines as indicated in Annexure -1
b	Size:	Standard designs for each variant of buses to be followed. (Refer Annexure 1)		Same as per MoUD guidelines as indicated in Annexure -1

C	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass-plain/flat/curved at centre & curved at corners IS 2553 (Part-2)–1992/latest.		Same as per MoUD guidelines
d	Size:	Standard designs for each variant of buses to be followed. (Refer Annexure 1)		Same as per MoUD guidelines as indicated in Annexure -1
e	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding toughened glass IS 2553 (Part-2)-1992/latest		Same as per MoUD guidelines
f	Glass specifications	Toughened glass IS 2553 (Part-2)-1992/latest		Same as per MoUD guidelines
g	Glass thickness:	Minimum 4.0 mm	4.8-5.3 mm	4.8-5.3mm
h	Window & other glasses - material specifications, thickness etc	Toughened as per IS 2553 (Part-2)–1992/latest of 4.8-5.3 mm thickness		Same as per MoUD guidelines
i	Safety glass	As per AIS 052/ CMVR		Same as per MoUD guidelines
j	Rear view mirrors	As per AIS 052		Same as per MoUD guidelines
15.7	Seating and gangway etc			Same as per MoUD guidelines
15.7 .1	Passenger seating's for ordinary type-1 buses	As per AIS 052		Same as per MoUD guidelines
a	Seat layout in the low floor area	As per AIS 052		Same as per MoUD guidelines
	Seat layout in the higher floor area			
b	Seat layout in the higher floor area	400*350		Same as per MoUD guidelines
c	Seat area/seat space per passenger (width*depth) mm	As per AIS 052		Same as per MoUD guidelines
d	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052		Same as per MoUD guidelines
e	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052		Same as per MoUD guidelines

f	Seat back rest height in mm	350	375	375
g	Torso angle (degrees)	Minimum 12^0		Same as per MoUD guidelines
h	Seat materials	'PPLD/LDPE' moulded AIS 023 & bus code for performance		Same as per MoUD guidelines
i	Seat frame structure material where required:	Frame structure of ERW steel tube		Same as per MoUD guidelines
j	Free height over seating position in mm	More than 800		Same as per MoUD guidelines
k	Seat base height:	As per AIS 052		Same as per MoUD guidelines
l	Clearance space for seated Passenger facing partition mm	As per AIS 052		Same as per MoUD guidelines
m	Seat back / Pad material / Thickness: (optional)	Polyurethane foam IS15061:2002, 30± 5 mm (padding is optional)		Same as per MoUD guidelines
n	Type:	MDI moulded IS 5509		Same as per MoUD guidelines
o	Upholstery:	Pile Fabric/Jekard 0.7-1mm thickness		Same as per MoUD guidelines
p	Area for seated passengers (sq. mm.):	400*350		Same as per MoUD guidelines
q	Area for standee passengers (sq. mm.):	As per AIS 052		Same as per MoUD guidelines
r	Number of seats including one for wheel chair	13-22	23-34	23-34
s	Number of standees (calculation As per AIS 052)	As per AIS 052		Same as per MoUD guidelines
t	Seats side facing location	Not suggested except on wheel arches		Same as per MoUD guidelines
u	Seat back rest	Fixed		Same as per MoUD guidelines
v	Seat belts & their anchorage	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)		Same as per MoUD guidelines
w	Performance & strength requirements of:	√		Same as per MoUD guidelines
i	Driver seat	As per AIS 023		Same as per MoUD guidelines
ii	Passenger seats	As per AIS 023		Same as per MoUD guidelines

15.7.2	Gangway:			
a	Minimum interior head room (centre line of gangway) in mm	1750 mm for standee type &1500 mm for non standee type	1900 mm including that in the rear overhang area	As per latest MoUD guidelines
i	At front axle:	As per AIS 052		Same as per MoUD guidelines
ii	At rear axle:	As per AIS 052		Same as per MoUD guidelines
iii	Other areas	As per AIS 052		Same as per MoUD guidelines
b	Gangway width (mm) from gates to longitudinal space between rows of seats (access to service doors)	(Refer figure-1) minimum 600 mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge. In case of front engine buses, clear passage available between front seat row and engine should not be less than 400 mm.		Same as per MoUD guidelines
c	Gangway width (mm) in longitudinal space between rows of seats	As above		Same as per MoUD guidelines
d	Gangway width (mm) in longitudinal space between rows of seats (rear of rear edge of the rear door in RE bus)	As above		Same as per MoUD guidelines
e	Driver's working space	As per AIS 052		Same as per MoUD guidelines
f	Driver's seat	As per AIS 023 & AIS 052		Same as per MoUD guidelines
15.8	Corrosion prevention & painting	As per clause 3.17 of AIS 052		Same as per MoUD guidelines
a	Corrosion prevention treatment	As per clause 3.17 of AIS 052		Same as per MoUD guidelines
	Internal surfaces of structural members			
	External surfaces of structural members			
	After drilling holes / welding			
	Inter metallic galvanic corrosion prevention			
	Primer coating			
	Painting:			

16	Electricals		
16.1	Electrical cables:	BIS marked, copper conductors with fire retardant as per IS/ISO: 6722:2006 as per appropriate class. Conductor cross-section varying as per circuit requirements, min cross-section 0.5 sq mm. Quality marking may also be as per equivalent or better European, Japanese, US standards	Same as per MoUD guidelines
16.2	Conductor cross section	As above and suitable to carry rated current (Japanese auto standard JASO D0609-75 AV)	Same as per MoUD guidelines
16.3	Safety requirements of electrical	As per AIS 052	Same as per MoUD guidelines
a	Fuse	As per AIS 052 - fuse of rated current 1.5 times the load current of electrical equipment. Necessary in every electrical circuit	Same as per MoUD guidelines
b	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	As per AIS 052 - Isolation switch required for each such circuit	Same as per MoUD guidelines
c	Location of cables away from heat sources	As per AIS 052 - Required for each such circuit	Same as per MoUD guidelines
d	Type approval of circuit diagram as per standards related to electric equipments/ wiring	As per AIS 052 - Required for all items	Same as per MoUD guidelines
e	Cable insulation with respect to heat	As per AIS 052	Same as per MoUD guidelines
f	Battery cut - off switch (isolator switch):	Heavy-duty type capable of carrying & interrupting total circuit load. 1 each near battery/driver	Same as per MoUD guidelines
16.4	Wind screen wiper:	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	Same as per MoUD guidelines
a	Wiper motor:	Variable speed with time delay relay as per AIS 011	Same as per MoUD guidelines
b	Wiper arm/blade:	As per AIS 019/AIS 011	Same as per MoUD guidelines
16.5	Driver cabin fan	1 number, 200mm fan as per provision of CMVR, matching interiors	Same as per MoUD guidelines

16.6	Lighting - internal & external and illumination	As per AIS 052	Same as per MoUD guidelines
16.7	Illumination requirements/per formance of:		-
a	Dash board tell tale lighting/ control lighting	As per AIS 052 & bulbs tested for photometry as per IS 1606:1996	Same as per MoUD guidelines
b	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052 with illumination level of ≥ 100 lux & ≤ 200 lux	Same as per MoUD guidelines
c	Passenger area lighting - luminous flux of all lamps for Passenger area lighting	As per AIS 052 with illumination level of ≥ 100 lux and ≤ 150 lux	Same as per MoUD guidelines
17	ITS enabled bus	As specified separately under ITS specifications	The ITS Requirement includes standard fitment of GPS, Security Camera Network ,(2 camera inside the bus and 1 reverse camera) which are compatible with the Server of C.T.U. office, LED destination boards- front, side and internal of the bus, single control unit, Bus Driver Console, Antenna etc as per latest MoUD guidelines.
18	Safety related items:		Same as per MoUD guidelines
18.1	Driver seat belt & anchorage duly type approved	ELR recoil type 3 point mounting as per CMVR & AIS 052.conforming to AIS 005&015.	Same as per MoUD guidelines
18.2	Passengers seat belt Number: Driver/Passenger/ Wheelchair seat belt anchorage	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)	Same as per MoUD guidelines
18.3	Fire extinguisher	As per AIS 052	Same as per MoUD guidelines

18.4	First aid box: Handrails minimum length*diameter* height above floor in mm	1 number, as per provision of CMVR Colour contrasting and slip resistant of aluminium tubing. 32 mm dia, 3 mm thick.	Same as per MoUD guidelines
18.5	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay	Same as per MoUD guidelines
18.6	Stanchions:	Vertically fitted, aluminium tubing with colour contrasting and slip resistant. 40 mm dia & 3.15 mm thick. Rest As per AIS 052. As an alternative to stanchions mounted on bus floor, stanchions mounted on top of seat frames (new version seats) be explored (refer figure-2).	Same as per MoUD guidelines
18.7	Bells for Passenger convenience	High visibility bell pushes shall be fitted at a height of 1.2 meter on all alternate stanchions. These would assist PwDs	Same as per MoUD guidelines
18.8	Window guardrails:	As per AIS 052. An additional guard rail in the rear part of bus in view of raised seating.	Same as per MoUD guidelines
	In all school buses - minimum numbers.		
	In all other buses - minimum numbers.		
	Other details:		
	First guard rail at a height from window sill in mm		
	The distance between two guard rails in mm		
18.9	Entrance/Exit Guard/Step well guard:	800 mm minimum height extending ≥ 100mm more than centre line of sitting position of the Passenger	Same as per MoUD guidelines
18.10	Emergency exit doors, warning devices etc:	As per AIS 052/CMVR	Same as per MoUD guidelines
18.11	Front/rear door, step well lights, door open sign	Incandescent bulb/LED as per AIS 008	Same as per MoUD guidelines
18.12	Mirrors right/left side exterior /interior:	Convex as per AIS 001 & 002. Interior with double curvature	Same as per MoUD guidelines
18.13	Towing device front /rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30o of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type	Same as per MoUD guidelines

18.14	Warning triangle	As per AIS 052/CMVR		Same as per MoUD guidelines
18.15	Fog lighting	As per AIS 052/CMVR		Same as per MoUD guidelines
18.16	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system		Same as per MoUD guidelines
18.17	Impact strength for bumpers	Meet requirements of Para 6.3.1 of AIS 052		Same as per MoUD guidelines
19	Miscellaneous items/ requirements			Same as per MoUD guidelines
19.1	Windows			
a	Type of window	Sliding type window panes except AC bus		Same as per MoUD guidelines
b	Minimum height of window aperture (clear vision)	≥ 500 mm	≥ 950 mm	≥ 950 mm
c	Minimum height of upper edge of window aperture from bus floor	As per AIS 052		Same as per MoUD guidelines
d	Minimum width of windows (clear vision zone)	As per AIS 052		Same as per MoUD guidelines
19.2	Cabin luggage carrier	As per AIS 052		Same as per MoUD guidelines
19.3	Life cycle requirements of bus (whichever is earlier)	12 years or 10,00,000 km		Same as per MoUD guidelines
20	Maximum noise levels inside the saloon (irrespective of AC, Non-AC/fuel type/engine location)-test procedure as per AIS020	84 dba (to be achieved a maximum noise level of 81 dba from 1st April 2015 onwards)		**84 dba**

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.
VI. Ease of accessibility to persons with disabilities.

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

1.3 Additional aspects pertaining to the Technical Specifications.

2. TOOL KIT

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

3. INSPECTION AND TESTING

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

4. MAINTENANCE SPARE AND MATERIALS

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

5. Warranty/Guarantee

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

6. STATUTORY REQUIREMENT

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

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

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

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

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

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

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

ALL RELEVANT DOCUMENTS / DRAWINGS TO BE ATTACHED

Authorized Signatory/Bidder

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

ANNEXURE- 1

PROFORMA FOR STATEMENT OF DEVIATIONS

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

Bid No._____ Date of Opening:

_____

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

CLAUSE DEVIATION REMARKS (including justification)

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

_____

(Signatures and Seal of the Bidder)

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

ANNEXURE – 2

PROFORMA FOR STATEMENT OF DEVIATIONS (FROM TECHNICAL SPECIFICATIONS)

Bid No._____ Date of Opening:

_____

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

CLAUSE DEVIATION REMARKS (inclusive justification)

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

Signatures and Seal of the Bidder

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

ANNEXURE – 3

PROFORMA FOR SUBMISSION OF BID

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

Bid No._____ Date of Opening:

To _____

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

2. We undertake, if our Bid is accepted, we shall commence the supply of Buses as per delivery schedule offered by us to complete the Supply, Testing and Commissioning of the Buses as per the Delivery Schedules and to guarantee satisfactory working of the buses/fulfill our obligations under the Warranty 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 150 days from the date of opening and it shall be remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.

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

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

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

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

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

Dated_____ day of _____ 2013

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

Address

Witness **Signature of Bidder**

Name _____

Address_____

Occupation_____

ANNEXURE 4

FORMAT FOR PRICE/ FNIANCIAL BID FOR BUS

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

Complete Breakup of the Price per bus

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

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

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

Note

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

Signature of the Bidder

Annexure-5

PROFORMA FOR EARNEST MONEY/BID SECURITY

To

_____ Date of Opening_____

Bid No._____

1. The Bidder shall furnish separate Bid security (hereinafter also referred to as “Earnest Money Deposit” (EMD) of Rs. 25.00 lakhs. (Rupees Twenty five Lakhs), for Non AC Midi buses as part of his Bid. Each bid security shall be sealed in a separate sealed envelope super scribed “Earnest Money Deposit‘’ for Bid due on _____ upto 14.00 hours.
2. The Earnest Money Demand (EMD) with validity period of at least 45 days beyond the financial bids validity period should be in the form of ‘’ Account payee Demand Draft‘’ or Bank Guarantee in favour of Divisional Manager, CTU, & Director Transport, Union Territory, Chandigarh payable / en-cashable at Chandigarh of any nationalized / Scheduled Commercial Bank, operating in India..
3. Detail of EMD submitted
4. DD No. _____ Dt. _____
5. DD Amt._____
6. Bank Name _____
7. Bank Guarantee detail (if any)_____

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

5. No interest will be payable by the Purchaser on the bid security in any case..

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

SIGNATURE OF _____AUTHORISED REPRESENTATIVE OF THE BIDDER

ANNEXURE-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. Name of Contractor having its principle place of business at ..... hereinafter called “the Contractor” of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

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

5. The Contractor agrees that the essence of Contract and other contractual obligation shall become effective from the date of letter of Acceptance i.e. LOA. The Contractor further agrees that pre estimated damages mentioned in RFP Document, are fair and genuine pre-estimate and not by way of penalty. The Contractor shall not dispute the same in future in any manner.

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

SIGNED, SEALED AND DELIVERED

By the said By the said

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

On behalf of the Purchaser On behalf of the Contractor

In the presence of In the presence of

Witness..... Witness

..... Name.....

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

Address.....

ANNEXURE -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 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 _____2013.

DEPONENT

(Must be attested by Magistrate 1st class)

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 2013) 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. _____

Type of Bus: Low Floor_____ bus Date of receipt _____

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

2) Shortage of Documents, if any:

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

(Authorized representatives of C.T.U)

ANNEXURE -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

(i) Witness ……..

(ii) Witness ……..

Singed on behalf of Contractor/

Bidder

(i) Witness ……

(ii) Witness ……

ANNEXURE -11

Format of Letter of Award

[To be issued by the Authority]

To:

_____

_____

_____

Date: _____

Kind Attention: _____

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

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 _____ Floor Urban Buses Specification II (UBS-II) No. (**''Project''**) _____ dated _____, the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the Director Transport, UT, Chandigarh:

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

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

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

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

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

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

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

Acknowledged and Accepted by _____

_____

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

Designation of the Authorized Person

Seal of the Company

Date:-