CHANDIGARH TRANSPORT UNDERTAKING

CHANDIGARH

REQUEST FOR PROPOSAL FOR HIRING OF 20 NOS. HVAC FULLY BUILT-UP BS-VI DIESEL BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.

31.01.2022

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

CONTENTS OF REQUEST FOR PROPOSAL (RFP) DOCUMENT

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SECTION -1

DISCLAIMER

This RFP is being issued by the Director Transport, U.T- cum - Divisional Manager, CTU, Chandigarh for inviting e-tenders for **"HIRING OF 20 NOS. HVAC FULLY BUILT-UP BS-VI DIESEL BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS."** (hereinafter called "buses") on such terms and conditions and technical specifications as set out in this RFP document and as per CMVR rules/ARAI/AIS-052 guidelines'.

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

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

SECTION- II NOTICE INVITING TENDER (NIT)-

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

E—TENDER NOTICE

E-Tenders(Online Tenders) are invited for "**HIRING OF 20 NOS. HVAC FULLY BUILT-UP BS-VI DIESEL BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS"** on the terms and conditions and technical specifications as set out in the Tender documents which can be downloaded from the website http://etenders.chd.nic.in or chdctu.gov.in. The important dates with regard to uploading the tenders are as under:-

Bid Reference	:	No.816 /Acctt(H)/CTU/2022 Dated: 31.01.2022
Date of commencement of downloading of bid document	:	31.01.2022
Last date for seeking clarification if any.	:	08.02.2022 up to 05:00 pm
Pre-bid meeting	:	08.02.2022 at 11:30 am (U.T. State Guest House, Sector-6, Chandigarh)
Last date and time for EMD and Bid processing fee in physical form and uploading of bid(Technical and Financial) in e- procurement platform http://etenders.chd.nic.in	:	21.02.2022 upto 02:00 pm
Date and time of opening of technical bids	:	The bids will be opened online by the Authorized Officers on 21.02.2022 at 3:00 pm
Date and time of opening of Financial Bids	:	Will be intimated to technically responsive bidders
Place of opening of bids and address for communication	:	**Chandigarh Transport Undertaking** O/o Director Transport cum Divisional Manager, Plot No. 701, Industrial Area Phase-1, Chandigarh
In case of any query/clarification		The bidders can approach General Manager, CTU Chandigarh on any working day between 9.00 AM to 5.00 PM in case of any clarification/query regarding e-tender (Phone No. 2679002) or mail at ctu-chd@nic.in

No tender except EMD and Bid processing fee shall be accepted in physical form. The Director Transport, U.T. Chandigarh cum Divisional Manager, CTU shall have every right to cancel/withdraw/amend the advertisement or extend the due date at his sole discretion or accept or reject any tender without assigning reason.

-Sd-
For General Manager,
Director Transport,
Union Territory,
Chandigarh.

SECTION III : DEFINITIONS & ABBREVIATIONS

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

3.1. **"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.

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

3.3. **"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.

3.4. **"Bidder"** means a proprietorship firm/partnership firm/joint venture/consortium or company incorporated in India engaged in manufacture of Diesel buses or plying/operating Diesel/CNG/Electrical Buses in any of the STUs and who has submitted the bid for the hiring of HVAC Diesel Buses (including supply, testing & commissioning) as per the terms, conditions, and technical specifications of the RFP document.

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

3.6. **"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.

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

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

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

3.10. **"Delivery of Buses"** shall be deemed to take place only if the buses are delivered in accordance with the terms of the contract/agreement after approval by the Inspecting Officer/Committee setup by the Department.

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

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

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

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

3.15. **"Inspection means"** final inspection of buses which will be carried out at Chandigarh or at any other places as desired by the Department before plying of buses en-route.

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

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

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

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

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

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

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

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

SECTION IV: INSTRUCTIONS TO BIDDERS (ITB)-

4.1 GENERAL

4.1.1 CTU (hereinafter referred to also as the Department), **invites Online tender** in Two Bid System for hiring of buses as per "Schedule of Requirement" and "Technical specifications" of the bus conforming to Bharat Stage- VI standards, from proprietorship firm/partnership firm/joint venture/consortium or company incorporated in India engaged in manufacturing of Diesel buses or plying/operating Diesel/CNG/Electrical Buses in any of the STUs and who has submitted the bid for the hiring of HVAC Diesel Buses fulfilling the requirement as laid down in this RFP document.

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

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

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

4.2 ELIGIBILITY CRITERIA-

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

i) The Bidder must be well established and must have supplied or plied or plying at least 20 Diesel/CNG/Electrical Buses to any STU on hiring mode for at least two years in last five years either in single or multiple orders ending on **31.12.2021**.

ii) The bidder should have maintenance agreement/understanding with the vehicle manufacturer covering for the agreement period with CTU.

4.2.2 Financial Qualification:-

i) The bidder should have a minimum average annual turnover of Rs 10 Crores for last 3 years duly certified by the Chartered Accountant, for the financial years of 2018-19, 2019-20 and 2020-21. The bidder should submit Income Tax returns and Audited Balance Sheets duly signed for the relevant three financial years.

Note:- In case ITR for the year 2020-21 not filed yet, audited balance sheet duly signed by C.A. shall be submitted.

ii) The net worth of Bidder should be more than Rs. 5 crore for the financial year 2020-21, to be certified by the Chartered Accountant in practice or Company Secretary in practice based on audited financial statement.

4.2.3 Black Listing and Non-Performance:-

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

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

4.2.4 Consortium

i). In case of consortium, there should not be more than three members including lead member.

ii). There should be lead member who should have equal to or more than 51% share capital of consortium, and who will be authorized by other member of consortium to sign a bid and agreement etc. on behalf of consortium.

iii). The lock-in period of consortium should be minimum 10 years extendable by two year. The consortium should be statutory body registered under Companies Act or Partnership Act once declared successful in bidding.

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

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

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

4.3 COST OF DOCUMENT

The RFP documents can be downloaded from the CTU-Chandigarh, official website: chdctuchd.gov.in or http://etenders.chd.nic.in. The bidder has to submit demand draft of Rs 5,000/- in favour of **Director Transport cum Divisional Manager, Chandigarh Transport Undertaking payable at Chandigarh** as bid processing fee (Non-Refundable) in physical form on or before the last date and time of closing of bid as mentioned under clause no 4.6 (Important Dates).

4.4 COST OF BIDDING

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

4.5 PRE-BID CONFERENCE

4.5.1 A pre–bid conference will be held at U.T. State Guest House, Sector-6, Chandigarh with the prospective bidders at the stipulated date and time as given under clause no 4.6, for the purpose of holding technical & financial/ commercial discussions and providing clarifications by the Department. The queries, if any, from the Bidders in respect of RFP document should reach the Department before the stipulated date and time as given under clause no 4.6**.** 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.

4.5.2 Any verbal suggestion / proposal of variations / deviations / additions in the RFP - document made during the pre -bid conference should also be given in writing to the Department before the stipulated date and time as given under clause no 4.6 to keep the same in record and reference without which Department will not be liable to entertain the same.

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

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

4.5.5 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.

4.6 IMPORTANT DATES

Date of commencement of downloading of bid document	:	As mentioned in e-Tender notice.
Last date for seeking clarification if any.	:	As mentioned in e-Tender notice
Date of Pre-bid meeting	:	As mentioned in e-Tender notice
Last date and time for bid submission/uploading of bid in e-procurement platform http://etenders.chd.nic.in and receipt of EMD and Bid processing Fee in Physical Form	:	As mentioned in e-Tender notice
Date and time of opening of technical bids (TECHNICAL BID)	:	The bids will be opened online by the Authorized Officers (as mentioned on e-Tender notice) at 3:00 pm
Date and time of opening of Financial Bids	:	Will be intimated to technically responsive bidders.

4.7 EXAMINATION OF RFP BY BIDDER

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

4.8 LANGUAGE OF BID:

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

4.9 COMPLIANCE WITH TECHNICAL SPECIFICATIONS:-

4.9.1 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.

4.9.2 The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Act 1988 (MVA), the Central Motor Vehicle Rules 1989 (CMVR), the Chandigarh Motor Vehicle Rules, 1990, AIS-052 Specifications, AIS-140 and along with any and all amendments therein, notification/orders made by Ministry of Road and Transport and Highways and other statutory and legal requirements as applicable on the date of delivery.

4.10. VARIATIONS/ DEVIATIONS

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

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

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

4.11 DOCUMENTS ESTABLIHSING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

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

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

b. The bidder has to attach Purchase Orders (Award of Contract) and Performance certificate in support of Eligibility criteria under Para 4.2.1(i) above.

c. Documentary support in support of Para 4.2.1(ii) above.

d. Audited Annual Reports to be attached for the annual turnover as per Eligibility criteria under para 4.2.2(i) above for the years 2018-19, 2019-20 and 2020-21.

e. The bidder has to attach CA certified copy in support para 4.2.2(ii) above.

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

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

g. Documentary proof in support of para 4.2.4 above.

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

i. Copies of PAN Card.

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

k. Any other information bidder wishes to furnish.

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

4.12 DOCUMENTS / ITEMS COMPRISING THE BID

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

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

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

4.13 BID SECURITY / EARNEST MONEY DEPOSIT (EMD) –

4.13.1 The Bidder shall deposit Bid security (hereinafter also referred to as Earnest Money Deposit" (EMD) of Rs. 50.00 (Fifty Lacs only) w.r.t. bid for hiring of HVAC Diesel Buses as part of his Bid. The bid security shall be sealed in an sealed envelope **super scribed "Earnest Money Deposit for Bid due on (as per date mentioned under clause 4.6) for Hiring of HVAC Diesel Buses and to be deposited physically before the due date and time of submission of bid. The Earnest Money Deposit (EMD) should have validity period of at least 180 days from the date of opening of technical bid in the form of "Account payee Demand Draft'' or Bank Guarantee drawn in favour of Director Transport, UT – cum- Divisional Manager, Chandigarh Transport Undertaking, Chandigarh payable/en-cashable at Chandigarh** of any nationalized / Scheduled / Commercial Bank, operating in India. (**Annexure - '5'**)

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

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

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

4.14 DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDERS(S)

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

4.15 DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)

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

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

4.16 PRICE BASIS

4.16.1 Financial bid/proposal should be uploaded online only.

4.16.2 The price as per column no 4 of BoQ should be quoted on hiring rate on per KM basis which shall include taxes applicable on the bus i.e annual road tax or fee for registration/ fitness of bus year to year basis, insurance except any other taxes applicable on the operation of bus such as SRT/Passenger Tax, Toll charges, Bus parking charges in respective bus stand. The price as hiring rate per K.M. be quoted in the prescribed format as per Annexure-4.

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

4.17 INSURANCE

4.17.1 The successful bidder will get a comprehensive policy for whole of the contract period, covering all liabilities including liabilities arising out of riots, flood and earth quake etc. The said insurance policy would always remain with the CTU. In case original Insurance cover is required by the Successful bidder for settlement of any accidental claim etc from the Insurance Company the same can be obtained on temporary basis from the Department keeping copy with the Department.

4.17.2 The renewal of the insurance shall be done every year one month in advance by the successful bidder and shall be handed over the extended insurance policy to the Department.

4.17.3 In case of any accident, the Successful bidder and Insurance Company would be solely responsible to contest the case at their cost and risk in MACT or any other relevant court of law. For all consequences and claims, if arising out of the accident by the MACT or other relevant court, the Successful bidder and the Insurance Company would be sole responsible to settle such claims. In case the Department is compelled to make the payment of any such compensation by MACT or by any court of law, then the Successful bidder, as well as the Insurance Company would reimburse the matching amount to the Department. Similarly, any liabilities arising out of compensation awarded by the consumer court or any other courts of law (for which the Successful bidder or his driver is responsible) in respect of contracted bus shall also have to be borne by the Successful bidder during the period of the contract. If the Successful bidder or the insurance company does not reimburse the amount spent by the Department on such matters then the Department would be free to recover the same by way of issuance of recovery certificate under the provisions of the relevant Act and/or recover the amount out of the pending bill/performance security and CTU shall not be responsible for any such loss or recovery.

4.17.4 As the maintenance of bus as well as providing a trained driver are responsibility of operator, therefore any costs/claims/accident/third party litigation (including MACT cases) to be realized are responsibility of operator.

4.18 BID VALIDITY

4.18.1 The bid shall remain valid and open for acceptance for a period of 90 days from the date of opening of technical bid.

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

4.19 FORMAT AND SIGNING OF BID

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

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

4.20 TWO BID SYSTEM

4.20.1 Bidders shall have to submit bid online only.

(i) Technical bid shall consist of the Performa of submission of Bid with EMD, Bid processing fee, Performance Statement, technical details and all other documents as well as the technical and commercial information required in accordance with the RFP document. The documents to be provided in Technical bid are listed out under Clause 4.26 (A to K) of ITB, for reference.

(ii) Financial Bid shall contain only the price schedule of combined hiring rate of the buses on per K.M. basis as per Clause 4.16.2 in the prescribed format, as per **Annexure – '5'**, of the RFP document.

4.21 MODIFICATION AND WITHDRAWAL OF BIDS

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

4.22 BID OPENING

The committee constituted by the Department will open Technical Bids uploaded on e-procurement platform at the stipulated place, date and time as

given under clause no 4.6 in the presence of the bidders or representatives who may wish to be present. The Bidders' representatives who are present shall produce authorization letter and shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared holiday for the Department, the bids shall be opened at the same time and location on the next working day.

4.23 CLARIFICATION OF BIDS

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

4.23.2 The Department reserves the right to inspect / visit the premises where the bidder has supplied/plying buses to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of the bids. The Department 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 premises and operating Institutions will also play vital role in accepting / rejecting the technical bid of individual bidder. The decision of the Department in this respect shall be final and binding on the bidder.

4.24 DETERMINATION OF RESPONSIVENESS:-

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

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

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

4.25 EVALUATION AND COMPARISON OF BIDS

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

4.25.2 The evaluation will be made at rates quoted on hiring rate per K.M. as per Col. 4 of BoQ

4.26 AWARD OF CONTRACT: AWARD CRITERIA

The Contract will be awarded to the bidder in whose hiring rates per K.M. will be lowest as per financial bid/BoQ.

4.27 DEPARTMENT RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

4.28 NOTIFICATION OF AWARD

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

4.29 SIGNING AND ACCEPTANCE OF 'LETTER OF BID ACCEPTANCE'

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

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

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

4.30 CORRUPT PRACTICES

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

SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

5.1 INTERRPRETATIONS

In the contract, unless the context otherwise requires:

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

5.1.2 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.

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

5.1.4 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.

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

5.2 PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

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

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

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

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

5.2.5 The Contractor/Bidder shall be absolutely liable for supply and operation of the buses as specified in this RFP and on prescribed routes by CTU. It shall not be open to the Contractor/Bidder to contend at a later stage that a particular change/deviation in the technical parameters is not compatible with the overall design of the bus or affects performance during operation. Any losses, whatsoever, which are occasioned on account of the design / technical failure of the bus during operation, shall be borne by the Contractor/Bidder and penalty as per Annexure will be invoked.

5.3 CONTRACT

(A)

A.1 The Department agrees to take HVAC Diesel Buses, on lease from the Successful bidder for the period of 10 years, from the date of acceptance of the buses by the Committee.

A.2 Both the parties shall have to enter in to a formal agreement with regard to the contracted buses and all expenses related to this Agreement – like stamp paper fee

applicable as per Government rules would be borne by the Successful bidder.

(B). BUS ITS SPECIFICATION & MAINTENANCE-

1. These buses shall be New Model 2022(Chassis & Body) – further chassis should not be older than the 6 months from the date of delivery of fully built bus and should be of Technical Specification as mentioned at 'Annexure-14'.

2. The Successful bidder shall have to provide log in credentials of ITS dashboard for MIS reports to provide required API's to integrate with CTU web page and mobile App with respect to real time expected time of Arrival/Departure at major bus stations as per requirement of CTU. In case of failure penalty as per Penalty clause will be imposed. Further, CCTV footage upto 15 days to be provided as and when required by CTU.

3. The Buses provided by the Successful bidder shall remain in the administrative possession and control of the buses of the Chandigarh Transport Undertaking, however, the ownership shall be in the name of successful bidder. At the time of closure of contract it shall be obligatory on the part of successful bidder to transfer the ownership of buses under the contract in the name of General Manager, Chandigarh Transport Undertaking.

4. All maintenance expenditure including consumables expenditure on account of Tyres, Batteries, spare parts, Urea, engine overhauling, Suspension etc. and running, major and minor repairs except Fuel (Diesel) of the contracted buses during the period of the contract shall be the responsibility of the Successful bidder at their cost & risk.

5. The Successful bidder would be responsible for keeping the bus in operational condition and will maintain the same as per the Motor Vehicle Act – 1989 and Rules made there under or Notification issued by any Government Gazette in this regard from time to time. The Successful bidder will also be responsible to keep the bus clean and to maintain the seats, tool box, first aid box, fire extinguisher, Spare wheel and other equipment's, at their expenses. The authorized representative of the Department shall have a right to inspect the buses at any time.

6. The Successful bidder would be responsible to have a valid Insurance cover, valid fitness certificate, Pollution Check certificate duly issued by the State Transport Authority at all times and comply with other state statutory requirement of state authority at all times. The expenditure on account in securing the fitness certificate, pollution checking certificate will be borne by the Successful bidder.

7. The Successful bidder shall have to provide the contracted buses within period mentioned in the Contract. If the Successful bidder fails to supply the buses in said period, the penalty as mentioned under Penalty clauses will be recovered for such delay days. In case of delay beyond 60 days, the Department will be at the liberty to cancel the agreement and forfeit the EMD/performance security.

8. During the period of the agreement the Successful bidder would not transfer or sell the bus. If the Successful bidder transfers the ownership of the Bus, without taking prior permission from the Department then the Department can terminate

the agreement and forfeit performance security proportionally apart from other action.

9. The successful bidder has to provide all buses for 10 years (extendable by one year depending upon the good maintenance & condition of buses).

10. The maintenance space shall be provided by CTU without any cost in its depot. All the desired equipments and machineries shall be installed by the operator at his own cost. Operator will have to vacate the space immediately on completion of his contract and may have to relocate to different space provided in case it is required by CTU. Separate meter and charges for usage shall be payable by contractor in respect of Electricity and water etc.

11. The Operator can inspect the buses anytime without hampering the operation of CTU.

(C). DRIVER & CONDUCTOR-

12. The Successful bidder will provide the Driver with uniform at their cost and the running of the bus will be the sole responsibility of the Successful bidder. The Driver of the Bus would be under an obligation to follow all the orders / Instructions, so issued by the Conductor, which are in consonance to the orders / directions of the Department. In case of non-wearing of uniform penalty as per penalty clauses will be imposed.

13. The Driver of the Bus shall be treated as the employee of the Successful bidder. The Driver under no circumstances shall be considered to be an employee of the Department. The driver should always possess a valid driving license under the Motor Vehicle Act – 1988.

14. The Successful bidder shall ensure that at all the time the Driver carries the requisite valid driving license, route permit, valid pollution certificate and insurance. The Driving license should be valid to drive a Heavy Public Transport Vehicle. The driver so deployed on the contracted buses must have at least 5 years experience and should also be trained at the cost of successful bidder. (should possess pass certificate from driver's training centre). The Successful bidder under no circumstances shall permit any other person in place of the authorized / trained driver to drive the bus under the contract. If at any stage it is found that any of the above said condition is being violated, the Department shall levy penalty as penalty clauses on the Successful bidder.

15. The Driver of the Bus under contract shall carefully drive the Bus. He shall stop the Bus for alighting and boarding of passenger at every stop & specified places and shall get in / out entry of the bus recorded at places identified by the Department.

16. The Driver of the Bus shall not take anything causing intoxication before or during the course of driving. If the Driver is found doing so, then the total responsibility shall be of the Successful bidder. If at any stage it is found that this condition is being violated, the Department may levy penalty as per penalty clauses, with further understanding that the Successful bidder shall remove the driver from his roll with immediate effect.

17. The Successful bidder at the time of appointing the driver must ensure that the driver so appointed is not the terminated driver of the Department or any other STU and shall also have to obtain a satisfactory character certificate of the driver from the Police Authority. The driver selected by the Successful bidder to drive the contracted buses shall have to undergo medical examination at the time of his first selection. The cost of such medical examination shall be borne by the Successful bidder. The Successful bidder shall provide all the said documents to the authorized representative of the Department.

18. The driver deputed by the Successful bidder would have to follow all the orders / directions, so issued by the Department or its authorized representative from time to time for operation of the bus and the Successful bidder along with his driver would be under an obligation to know such orders / directions, so that no default of such directions may take place on part of the Successful bidder. In case of repetitive default, in making compliance of the order / directions, so issued by the Department, on advice of the Department, the Successful bidder shall have to remove the driver from his roll. Such driver cannot be re-employed by the Successful bidder.

19. In case the Successful bidder or his driver are involved and attached to any illegal offence, which may initiate any legal action, in that case the Department would further have a right to direct Successful bidder to remove the driver from his roll along with imposing penalty as per penalty clauses or even keeping in view gravity of the case may consider cancelling the Agreement and forfeit the performance security.

20. It will be the sole responsibility of the Conductor appointed by the Department to distribute and sell the tickets to the Passengers and collect the revenue from them along with filling the way bill and other formats prescribed by the Department. The Driver of the bus shall have no roll in collecting fare / money from the passenger.

21. The Successful bidder shall be full liable and responsible for the offences relating to the Bus and its driver, but will not be responsible and liable, for any act and misdeed of the Conductor. Losses if any occurred to the Department, for involvement of the driver in corruption / ill-legal activities will be recovered from the Successful bidder. Howsoever, if the driver of the Successful bidder is found to be involved in corruption/ill-legal activities for the second time. The Department will be free to recover damages, losses caused and may also terminate the Contract.

22. The successful bidder shall be responsible for the compliance of the provision of all the labour laws in respect of drivers deployed by him.

(E). OPERATIONAL RESPONSIBILTIES-

23. The buses shall be plied on scheduled route as decided by the Department. The scheduled time of the bus can be changed under intimation to the Successful bidder and the Successful bidder shall have to follow such instructions. The Successful bidder during the period of the contract will not ply the bus on any other route without the written permission of the Department.

24. The Department will operate the Bus for minimum combined 8100 KM per day for contracted 20 buses @ 90% Fleet availability. This condition would not apply in case of a, natural calamities, law and order situation, force majeure etc. In such cases the operation of the bus can be fully or partially stopped by the Department with immediate effect under intimation to the Successful bidder. No Payment would be made to the Successful bidder for such non-operational period. However, if this non-operational period exceeds more than 3 days in a month, the Department shall have to pay liquidated damages @ 2000/- per bus per day (for the days over and above three days) to the Successful bidder.

25. The Successful bidder would be responsible to make its bus available for half an hour before the schedule departure time at the schedule place / bus stand from which the bus is to be operated for passengers. In case of default in providing the bus before half an hour as mentioned above, penalty as per penalty clauses will be imposed on the successful bidder. In case bus is arranged after the 10 minutes i.e. provided after the schedule departure time, it would be sole discretion of the Department, to send the bus on schedule trip, charging penalty as per penalty clauses or can cancel the Trip / schedule. If the bus is on its return trip and arises late on its coming schedule due to any unforeseen reason which are beyond the control of the Successful bidder – like traffic jam etc, for which a certificate / verification on driver's log-sheet from the conductor and trip report from AVLS is necessary to be obtained**.**

26. To facilitate the Successful bidder in providing timely buses, parking facilities may be provided by the Department at ISBT's only i.e. before two hour from schedule time of departure.

27. If during operation of the bus air conditioning unit or heating fails then the air conditioning charges (difference of Ordinary fare and fare applicable to HVAC Diesel Buses) will be returned to the Passengers. On such trips the Successful bidder, will be paid only @70% of the hiring rates to be paid in normal course. If from the starting station Air Conditioning unit or the heaters are out of order then the bus will not be taken into operation and if the Successful bidder fails to provide suitable replacement before schedule time of bus it will be treated to be absent from operation and the penalty as per penalty clauses will be imposed on the Successful bidder.

28. In case of break-down of the bus en-route, the Successful bidder would be entitled to receive payment only on the kilo-meters covered by the bus prior to its break down and not for the distance of the entire trip. In case of any claim raised by any passenger and finally passed by any court of law, towards the incomplete journey, same will be at the cost and risk of the Successful bidder.

29. The Department, by giving advance notice of two days, to the Successful bidder, can change the schedule / route or their timing of any particular bus. In that eventualities, the Successful bidder will have to follow such instruction, and in case of default by the Successful bidder to follow such instruction / directions, the Department will have right to stop the operation of the Bus and successful bidder shall not claim any charges on that account. In case of exigency advance notice period may get reduced to 4 hours.

30. Except for sending the vehicle to the garage for maintenance, the Successful bidder without written permission of the Department will not use the contracted bus for any other purpose and if the bus is found to be put to unauthorized commercial use the Department will have the right either levy penalty as per penalty clauses or even terminate the agreement of that particular bus and forfeit performance security proportionally.

(F). TAXES & LEVIES-

31. The successful bidder will pay all taxes which are levied on the bus i.e. Annual road tax or fee for registration/fitness of bus year to year buses from STA Chandigarh, insurance except any other taxes applicable on the operation of bus i.e. Permit Fee, Bus parking Fee, passenger tax, Toll Tax, entertainment tax which would be payable by Department.
32. As per income Tax rules, the Department will deduct TDS, from the payment to be made to the Successful bidder.
33. GST on hiring charges, if applicable & paid by the successful bidder/contractor will be reimbursed by the Department on production of proof of payment.

5.4 PERFORMANCE SECURITY

5.4.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a Bank Guarantee in the Performa prescribed in the RFP document within 30 days from the date of dispatch of the **'Letter of Bid Acceptance',** for an amount equivalent to Rs. 1 Crores (Rs One Crores only) in Indian Rupees valid till the expiry of contract period and extra 90 days(i.e. delivery period plus 10 years and 90 days).

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

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

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

5.5 LIQUIDATED DAMAGES

If the Successful bidder fails to supply the buses in the period as mentioned under para 5.8 below pertaining to delivery of buses, the penalty as per penalty clauses shall be recovered for such delay days. In case of delay in delivery period for more that beyond 60 days, the Department will be at the liberty to cancel the agreement and forfeit the performance security.

5.6 TERMINATION FOR DEFAULT

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

a. If the Contractor/Bidder fails to deliver any or all of the buses or fails to commission the same within the delivery schedule (s) or operate the bus as specified

in the contract, or any extension thereof granted by the Department.

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

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

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

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

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

iv) Engaging in activities tantamounting to conflict of interest

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

vi) Any other case or situation involving national security.

5.7 FORCE MAJEURE

5.7.1 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.

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

5.7.3 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.

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

5.7.5 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.

5.7.6 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.

5.8 DELIVERY

5.8.1 If the Contractor fails to complete the supplies within contracted delivery period of 90 days, the Department shall take actions as per 5.5 of General Conditions of Contract.

5.8.2 Notwithstanding any inspection and approval by the Inspecting Officer, delivery of the buses shall not considered until the buses have been received at the destination i.e. at CTU- Workshop at Chandigarh.

5.8.3 The Department shall not be liable to render assistance to the Contractor/bidder in securing or in arranging or providing transport for the ordered Buses.

5.8.4 The Contractor/Bidder shall submit the drawings for approval of bus design in soft

format as well as hard copy including Power Point presentation for the CTU for approval. After approval of drawings, the Contractor/Bidder shall give call for inspection of the Proto bus and other buses before ten days from the estimated date of readiness. The inspection shall be carried out at Paneling stage and Final Stage including Shower Test at the Plant itself. At the time of Inspection, the contractor/successful bidder has to provide the ARAI/ICAT/CIRT approved structural drawings, Bus Roll over test, ARAI/ICAT/CIRT certificates of the aggregates used for the bus. All the travelling and boarding charges have to be borne by the successful bidder. The discrepancies if pointed out have to rectified by the successful bidder and same shall be binding on the successful bidder.

5.8.5 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.

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

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

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

5.8.8 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 Department in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Department may evaluate the situation and may, at his discretion, extend the Contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. The extension so granted if any, shall not levy any penalty as specified in the aforesaid clauses. .

5.9 LAWS GOVERNING THE CONTRACT

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

5.10 SETTLEMENT OF DISPUTE AND ARBITRATION-

5.10.1 **Amicable Resolution**

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

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

5.10.2 Arbitration-

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

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

(c) **Language**

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

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

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

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

5.11 SECRECY

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

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

5.12 INSPECTION OF BUSES

Department or representative(s) authorized by the Department shall carry out inspection of buses as per clause mentioned above.

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

5.13 REMOVAL OF REJECTED BUSES

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.

5.14 PAYMENT TERMS

5.14.1 The Department would be liable to pay the Hiring charges on per K.M. basis to the Successful bidder on daily operated KM based on GPS K.M.(to be reckoned from originating and destination) basis as per the rates indicated in the Financial Bid. If total Vehicle Utilization will be more than the slab mentioned in the BoQ then payment will be made as follows:-

i). 8100-9000 K.M.s per day :- As per Rates quoted by the bidder in BoQ.

ii). 9001-10800 K.M. per day :-10% BELOW of the rates offered by the Bidder/Contractor for additional Kms above 9000.

iii). 10800 or above per day:- 20% BELOW of the rates offered by the Bidder/Contractor for additional kms above 10800.

Note:- Minimum warranty of Kilometre combined for all Twenty contracted buses will be 8100 per day @90% fleet availoibilty,howsoever, same will get reduced pro-rata in case of less number of buses on particular day for whatsoever reason.

5.14.2 The hiring rates as quoted in the BoQ will be applicable for the first two years of the operation. Thereafter, on account of increase in operating cost and general inflation, hiring rates (per Km) will be revised/ increased @ 2.50% on the previous year, annually.

5.43 For getting the monthly payment, the successful bidder/contractor shall submit the bills within 2 days after every month. On receipt of the bill the Department shall release payment to the successful bidder/contractor subject to recoveries if any within 7 days positively.

5.15 Average/K.M.P.L.

5.15.1 The Department would be liable to provide diesel to the Successful bidder, assuming average consumption of diesel @3.75 KM per Ltr. as mentioned in ASRTU Rate Contract circulated vide Memo No.ASRTU/SC/2020-22/359 dated 14/12/2020.

5.15.2 The Department would be providing diesel to the Successful bidder. However, in case of emergency situation, if diesel got filed by driver or otherwise from their own arrangements in that case reimbursement of diesel expenditure will be made as per rate applicable to CTU.

5.16 Conflict of Interest

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

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

(i) Such bidder is already operating or operates (with the exception of operation in contract with other STUs) during the contract period, buses on the prescribed routes as fixed by the Department.

(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.

5.17 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	Hiring of K.M.	Period of supply of Buses	Department	Earnest Money Deposit (EMD)
1.	**HIRING OF 20 NOS. HVAC FULLY BUILT-UP BS-VI DIESEL BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.**	**8100-9000 K.M.s daily**	90 days from the date of issue of Letter of Bid Acceptance	Director Transport, UT-cum-Divisional Manager, CTU, Chandigarh	Indian Rupees Fifty lakhs.

NOTES:-

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

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

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

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

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

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

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

SECTION VII **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 buses for "**HIRING OF 20 NOS. HVAC FULLY BUILT-UP BS-VI DIESEL BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS"** and guarantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in Financial Bid submitted separately. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are as per terms and conditions laid down in this RFP .

2. We undertake, if our Bid is accepted, we shall commence the 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 operation of the buses/fulfill our obligations for the period as per RFP Document.

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

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

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

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

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

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

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

Dated_____day of _____2022

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

Address

Witness **Signature of Bidder**

Name _____

Address_____

ANNEXURE 4

FORMAT FOR PRICE/ FINANCIAL BID FOR BUS

Tender Inviting Authority				
Name of the work: **HIRING OF 20 NOS. HVAC FULLY BUILT-UP BS-VI DIESEL BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.**				
Contract No:-				
Name of the bidder:				
DETAIL OF PRICE BID				
Sr. No	Description	Unit	Rates to quoted by the bidder per K.M. basis (excluding GST)	
	HIRING OF 20 NOS. HVAC FULLY BUILT-UP BS-VI DIESEL BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS. 8100-9000 K.M.s daily. (Excluding GST)	Per K.M.		

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 and operate the buses according to this RFP/e-Tender document & supply and operate HVAC Diesel Buses at the price quoted & agreed and to hold this offer open for acceptance for a period of 6 month from the date of opening of Financial Bid of tender.

Signature of the Bidder

Annexure-5

PROFORMA FOR EARNEST MONEY/BID SECURITY

To

_____ Date of Opening_____

Bid No._____

1. The Bidder shall furnish Bid Security (hereinafter also referred to as "Earnest Money Deposit" (EMD) of Rs. 50 Lakhs (Rupees Fifty Lakh only), for buses as part of his Bid. Bid Security shall be sealed in a separate sealed envelop super scribed "EMD" for Bid due (date and time to be mentioned as per clause 4.6 of ITB).

2. The EMD with prescribed validity period should be in the form of "Account payee Demand Draft'' or Bank Guarantee in favour of Director Transport Union Territory –cum- Divisional Manager, CTU, Chandigarh payable / en- cashable at Chandigarh of any nationalized / Scheduled / Commercial Bank, operating in India..
3. Detail of EMD submitted
4. DD No. _____Dt. _____
5. DD 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 Department considering it as non-responsive.
5. No interest will be payable by the Department on the bid security in any case..
6. The Bid Security is liable to be forfeited if the Bidder withdraws amends, impairs, or derogates from the bid in any respect within the period of validity of its bid. The decision of Department in this respect shall be final and binding.

SIGNATURE OF _____AUTHORISED REPRESENTATIVE OF THE BIDDER

PROFORMA OF CONTRACT AGREEMENT

ANNEXURE-6

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

Whereas, the contractor is interested in leasing out 20 nos. of New HVAC Diesel Buses to the Department, to enable the Department to run the buses for commercial purpose (for passengers travelling as stage carrier). As an acceptance Contractor has also deposited Performance Security of Rs 1.00 Crores with prescribed validity, vide Demand Draft No / Bank Guarantee No ..... dated ....., of ..... (Name of Bank) payable to the Department.

And whereas – the Department is willing to take 20 nos. buses on lease from the Contractor under the terms & conditions written here under –

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

By the said By the said

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

On behalf of the Department On behalf of the Contractor

In the presence of In the presence of

Witness..... Witness

..... Name.....

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

Address.....

ANNEXURE -7

AFFIDAVIT PROFORMA

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

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

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

DEPONENT

Verification:

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

Verified at _____on this _____day of _____2021.

DEPONENT

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

ANNEXURE-8

PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____ Date of Opening_____

i) Details may be given for Buses plied by the Bidder in past five years as on 31.12.2021

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

SIGNATURE AND SEAL OF THE BIDDER

ANNEXURE-9

PENALTY CLAUSES

An opportunity of explanation shall be given before imposing of Penalty as per Penalty Clauses mentioned below:-

S.No.	Description	Penalty /Other Actions
1.	Shoddy work due to inferior quality of workmanship in cleaning of bus /Improper washing affecting the appearance of the bus/poor upkeep of upholstery.	Rs 1000/- for each Incident
2.	Non-wearing of uniform by driver	Rs 1000/- per incident
3.	Not holding Driving Licence at the time of driving of bus	Rs 1000/- per incident
4.	Non holding of valid Pollution Certificate	Rs 1000/- per incident
5.	Non holding of valid route permit or Insurance cover.	Rs 1000/- per incident
6.	Any driver other than authorized by the Department found to be driving the bus	Rs 5000/- per incident
7.	Driver found taking intoxicated or under influence of intoxication before or during the course of driving.	Rs 20,000/- per incident
8	Terminated driver by Department or any other STU found driving the bus	Rs 10,000/- per incident
9	Driver deployed by successful bidder found involved in serious offence such as Narcotics/drugs etc	Rs 50,000/- per incident
10	Cancellation of complete schedule due to non-availability of the bus or failure to provide replacement	Rs 20,000/- per incident
11	Non working of Air-conditioning or Heating system in bus by maintaining temperature of 22o c+- 1 degree.	Rs 10,000/- per incident
12	Unauthorized commercial use of bus.	Rs 1,00,000/- per incident
13	Delay in submission of performance security up to 45 days.	Rs 5,000 per day
14	In case of delay in supply of buses.	Rs 10,000 per day per bus
15	Non Display of PIS Display.	Rs 1000/- per incident
16	Non working of ETA/ETD in Android App/ITS dashboard. It is clarified that if the reason for non-functioning is at the end of CTU then no penalty shall be imposed, if it on part of successful bidder only then penalty shall be imposed.	Rs 5000/- per incident
17	Non working of USB Charger or A/C Vent for each row of seat.	Rs 200/ per row of seat per charging point
18	Repeated breakdown of the buses for the similar defect (the breakdown occurring twice in a week for particular bus)	Rs 10,000/-

ANNEXURE -10

Provisional/Final Acceptance Certificate

Ref. No. _____Dated: _____

Model of Bus

Manufacturer: _____ Place of Inspection:_____

Chassis No. _____ Engine No. _____

Type of Bus:_____ Date of receipt _____

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

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

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

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

Inspected by _____

SIGNED, SEALED AND DELIVERD

On behalf of Department

Singed on behalf of Contractor/

Bidder

(i) Witness …….. (i) Witness …… .

(ii) Witness …….. (ii) Witness …… ……

ANNEXURE -11

Format of Letter of Bid Acceptance

[To be issued by the Authority]

To:

_____

_____

_____

Date: _____

Kind Attention: _____

Subject: Letter of Bid Acceptance for HIRING OF 20 NOS. HVAC FULLY BUILT-UP BS-VI DIESEL BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.

Dear Sir,

This is to notify you, M/s _____ that your bid dated_____ submitted pursuant to Request for Proposal for Selection of a Contractor for **"HIRING OF 20 NOS. HVAC FULLY BUILT-UP BS-VI DIESEL BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS** _____dated _, the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the Director Transport, UT, Chandigarh:

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

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

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

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

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

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

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

Acknowledged and Accepted by _____

_____

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

Designation of the Authorized Person

Seal of the Company

Date:-

Annexure - 12

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

I, Sh. _____S/o Sh. _____

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

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

Deponent
(Signature of the authorized person)

ANNEXURE-13

TENTATIVE ROUTES

(Subject to change as per need of CTU)

The contracted buses can be put on operation on Long Route i.e. Shimla/Manali/Delhi etc. as well as on Sub-Urban Routes i.e. Ludhiana/Yamunanagar/Una etc. The timings and routes of the operations will be jointly finalized along with the operator.

TENTATIVE ROUTES:

Sr. No.	Routes
1.	Chandigarh to IGI Airport, New Delhi
2.	Chandigarh to Amritsar
3.	Chandigarh to Manali
4.	Chandigarh to Shimla
5.	Chandigarh to Dehradun
6.	Chandigarh to Bathinda
7	Chandigarh to Ludhiana
8	Chandigarh to Katra
9	Chandigarh to Hisar
10	Chandigarh to Rohtak
11	Chandigarh to Ludhiana
12	Chandigarh to Una
13	Chandigarh to Chandigarh to Yamunanagar

Annexure - 14

CHANDIGARH TRANSPORT UNDERTAKING
CHANDIGARH

IMPORTANT INSTRUCTIONS

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

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

3. The Earnest Money Deposit of Rs.50.00 Lacs (Rupees Thirty lakh only) in the shape of Account Payee Demand Draft or Bank Guarantee from any of the Scheduled/Commercial banks, drawn in favour of the "**Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh"** payable at Chandigarh. Earnest Money in any other form is not acceptable and the bid shall be liable to be treated as invalid.

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

5. The bid processing fee of Rs.5000 /- (Rupees Five Thousand only) in the shape of Account Payee Demand Draft from any of the Scheduled/Commercial banks, drawn in favour of the "**Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh"** payable at Chandigarh. Bid processing fee in any other form is not acceptable and the bid shall be liable to be treated as invalid.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Sr. No.	Particulars	Reference page
1.	Name of the bidding manufacturer/firm and location of its office with complete address and Telephone/Email/Fax Nos. and complete details of the contact	
2.	Certificate of incorporation/registration of the bidder.	
3.	Bid processing Fee (Non-Refundable) of Rs 5000/- by way of Account Payee Demand Draft in favour of **Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh** payable at Chandigarh.	
4.	Attested copy of valid PAN/TAN and GST Nos. issued by the Competent Authority in respect of the bidder.	
5.	EMD of Rs 50,00,000/-(Rs Thirty Lacs only) by way of Account Payee Demand Draft or Bank Guarantee in favour of **Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh** payable at Chandigarh. (Annexure 5)	
6.	Signed copies of the e-Tender documents/RFP confirming bidder accepting all the terms and conditions of the tender.	
7.	An affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer/bidding firm. (Annexure 12)	
8.	Undertaking/copies of experience certificate of last five (05) years as on 31.12.2021 of buses plied or being plied.	
9.	Purchase orders(Contracts) and performance certificates for supply/plying of buses in single or multiple order to any STU and maintenance agreement/understanding with vehicle manufacturer.	
10.	Documentary proof in respect of Consortium/JV/Partnership	
11.	Any deviation from the Instructions to Bidders, GCC and SR (Annexure 1).	
12.	Any deviation from the Technical specifications (Annexure 2)	
13.	Statement to be certified by the Chartered Accountant in practice regarding average annual turnover of Rs. 10 crores for preceding 3 financial years and supported with audited Balance Sheets and Income Tax returns for the relevant financial years ending 31.03.2021	
14.	Net worth of more than Rs. 5 crore to be certified by the Chartered Accountant in practice or Company Secretary in practice.	
15.	Attested copy of valid Income Tax Clearance Certificate for last three years ending 31.03.2021 issued by the competent authority in r/o bidder.	
16.	Any other relevant information as defined in RFP.	

Place: _____
Dated: _____

Signature of Tenderer_____
Full Name of the Tenderer_____
Address _____
_____

Annexure-15

S. No.	Description	Specifications
1	Propulsion system	Internal combustion engine
2	Fuels-options	High Speed Diesel
3	Engine	
3.1	Fuel recommended	Fuel to be compatible with propulsion system.
	Rated HP preferably at lower rpm range	Minimum 210 H.P. @ 2200-2500RPM
3.4	Emission norms	**BS VI buses.** Certificate based on their Engine Dynamo Meter Test for exhaust gas analysis of CO,HC,NOX and PM (Particulate matter) in gms/Kwh. A photo copy of the type approval certificate issued under CMVR rules 126 by the Competent Authority shall needs to be submitted.
3.5	Electronic engine management (EMS) system with provisions amongst others:	Full electronic management of engine including on-board diagnostic and driver alerts e.g. engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, diagnostic details message (engine specific)
3.6	Engine operational requirements	Engine should be able to operate efficiently at ambient temperatures of approximately 0^{o} to 50^{o}C, humidity level from 5% to 100%
3.7	Engine location	Front Engine/Rear Engine hood to be provided with complete heat and noise insulation.
3.8	Transmission	Manual Transmission. The Gear box shall be of synchromesh type with 6 forward speed gear & one reverse gear/ OE standard fitment..

S. No.	Description	Specifications
4	Gross Vehicle Weight	GVW from 16200 to 17500 Kg
5	Steering system	Hydraulic power steering
6	Suspension system	Fully pneumatic Air Suspension for Rear and Weweller or better for Front
6.1	Front	Weweller Suspension or better
6.2	Rear	Air bellows – 2/4 numbers
6.3	Anti roll bars/stabilizers	As per OEM Specifications
6.4	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
7	Braking System	
7.1	Type of Brakes	Dual circuit full air brakes, for all wheels with Auto Slack Adjusters. Graduated hand controlled, spring actuated parking brakes acting on both rear wheels.
7.2	Anti skid anti brake locking system (ABS)	Mandatory
8	Electrical system	24 volt DC
8.1	Batteries	Low maintenance type lead acid batteries for 24 V system- performances as per BIS: 14257-1995 (latest). 2*12V batteries of 180-200 Ah capacity. Maintenance free batteries preferred. Battery must not be older than 6 months older than date of delivery of buses
8.2	Self starter	24V
8.3	Alternator	24V 85-120 Amps for Engine and 120-150 Amps for AC.
8.4	Electrical wiring & controls- type	Simple Wiring harness.

S. No.	Description	Specifications
9	Speed limiting device	Electronic type duly approved/certified as per AIS: 018/2001 or latest, tamper proof and be adjusted to applicable speed limit as per MoRTH notification
10	Tyres	Steel radial tube-less including spare tyre. Size and performance as per CMVR. Tyres must not been less than six month old as on the date of delivery of fully built up bus. Front – 2, Rear 4 + one spare
11	Fuel tank	Minimum 300 Ltrs Capacity
	BUS BODY CHARACTERSTICS	
12	Bus characteristics	Aerodynamic body design for better fuel efficiency
12.1	Bus dimensions mm	
A	Overall length mm (over body excluding	Not exceeding 12000
B	Overall width mm (sole bar/floor level- extreme	2600 (maximum)
C	Overall height mm (unladen-at extreme point)	3800(Maximum)
D	Wheel-base mm	5900-6200mm
E	Front overhang	To be submitted by manufacturer/As per CMVR
F	Rear overhang	To be submitted by manufacturer/As per CMVR
12.2	Turning circle radius (mm)	To be submitted by manufacturer/ As per CMVR
12.3	Floor height above ground (mm)	1300-1500 mm
12.4	Clearances (mm)	
A	Axle clearance (mm)	Minimum 190mm
	Minimum ground clearance at GVW	Within the wheelbase not less than 240mm.
13	Bus gates/Doors	
13.1	Location of gates	One Door front side before front tyres
13.2	Type of doors	Pneumatic Doors In-Swing type open able by Driver only through Switch.
A	Operating mechanism	Electro pneumatically controlled
	Opening closing time in seconds per operation	≤ 4

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

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

S. No.	Description	Specifications
Ii	Finite element method	As per AIS 052
Iv	Roll over tests with the bus rolling from ground level instead of a raised platform. Angular velocity should not exceed 5 degrees/second. All other procedure as per AIS031	(i) Unstable position should not occur before 28º. (ii) No part of structure intrudes into residual space.
	1. Bus tilted to its unstable position	
	2. Bus allowed falling freely under gravity from this	
	3. GVW of the bus to be considered	
14.3	Bus structure- materials specs etc	
A	Super structure	As per OEM Standards and as per structural drawings approved by ARAI/CIRT/ICAT approval Certificate. Approved Structural drawings to be shown/submitted at the time of prototype inspection.
B	Under structure:	
D	Panelling	
I	Roof panelling: interior	3mm thick Aluminium composite panel sheet or better.
Ii	Roof panelling: exterior	0.95 mm thick GI sheet or 1.21 mm Aluminium coil.
iii	Side panelling: interior	3mm thick Aluminium composite panel sheet or better.

S. No.	Description	Specifications
Iv	Other side panels:	
V	Stretch panel: Exterior side panels of stretched steel sheet at different waist levels along length of the bus	G.P. sheet as per approval of CTU
vi	Skirt Panel	As per OE/Approved ARAI structural drawings.
vii	Front end interior	Aesthetically state of Art designed and to be submitted by manufacturer and as per approval
viii	Front end exterior	As per OEM standards
Ix	Rear end interior	
X	Rear end exterior	
14.4	Insulation	
A	Roof structure	40mm Thermocole Sheet or 25mm thick FR grade Insulation material.
B	Engine compartment	Fire retardant preferable ceramic fibre 128 kg/m3 with Aluminium Mesh to prevent fall off over engine or as per OEM standard or ARAI/CIRT/ICAT approved drawings subject to satisfaction of CTU.
14.5	Floor type/Materials etc	
A	Type of floor	As per OEM design
B	Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gm/cc conforming to IS3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS 710-1976/ latest and fire retardant as per BIS 5509-2000 (IS 15061:2002).

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

S. No.	Description	Specifications
B	Seat area/seat space per Passenger (width*depth)	400*400 minimum/ AIS 052
C	Seat pitch - minimum: mm as per AIS 052	750
D	Minimum backrest height- from floor to top of seat/headrest	1100 mm from floor/ As per AIS 052
	Seat base height- distance from floor to horizontal front upper surface of seat cushion	As per AIS 052
E	Torso angle	Minimum 15^0
F	Passenger seats with high back rest, contoured to suit human body, padded and provided with head rest	√
G	Seat materials	Cushioned seats with Moulded polyurethane foam as per IS15961-2002 or latex foam as per approval of CTU
H	Seat frame structure material where required	Frame structure of ERW steel or aluminium tubes/sheets/formed sections and as per approval of CTU
I	Free height over seating position mm	More than 900/As per AIS 052
	Seat base height	As per AIS 052
J	Clearance space for seated Passenger facing partition mm	As per AIS 052
K	Seat back/Pad material/thickness:	Polyurethane foam IS15061:2002, minimum 50 mm for seat Back and 130 X 100 MM and as per AIS-023.
	Type	Suitably moulded/fabricated and padded with > 50 mm foam with cloth upholstery
	Upholstery	Pile fabric/jekard 0.7-1.0 mm thickness or Tepstry cloth as per approval of CTU

S. No.	Description	Specifications
L	Number of seats	Minimum 50 seats and as per approval of CTU
M	Headrest	Required
N	Seat arm (Foldable)	At corner
O	Magazine pouch	Required
Q	Reading lights	LED lights required
R	Seat back rest	Fixed
S	Seat belts & their anchorage	Not necessary except diver seat (performance etc. as per AIS 052)
T	Performance & strength requirements of driver &	As per AIS 052
14.7.2	Gangway:	To be proposed manufacturer/ As per approved ARAI/CIRT drawings
A	Minimum interior head room (centre line of gangway) mm	1900 including that in the rear overhang area// As per approved ARAI/CIRT drawings
B	Gangway width (mm) from gates to longitudinal space between seats (access to	To be proposed by the Manufacturer// As per approved ARAI/CIRT drawings
	Gangway width (mm) in longitudinal space between seats	To be proposed by the Manufacturer/
	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	To be proposed by the Manufacturer/ / As per
14.8	Driver's work place/cabin/seat etc	Height Adjustable, Forward and rear adjustable as per AIS 052
	Driver work place/cabin provided with more privacy, safety and easy access to controls and inter alia equipped with:	State of art driver cockpit station, but driver cabin not required.
A	Camera	2 nos CCTV inside the bus and one no at back side of bus and one for dashboard Camera with NVR, AVLS device (AIS-140) along with Panic buttons, Provision of SimCard/Dongle and to transmit live feed to Command Control Center. Further it should have capability to store footage upto 15 days and memory should be extendable. Further the switch for camera should be controlled by Ignition switch keys of driver.

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

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

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

S. No.	Description	Specifications
I	Width from side wall max.(mm)	As per OEM Standards.
Ii	Height from roof max. (mm)	As per OEM Standards.
B	Design & material	"ABS (acrylonitrile butadiene styrene) ASTM-BS368/ or better material" as per OEM/CMVR standards.
C	Additional provisions at the underside of CLC	
I	Seat reading light	To be Provided and should be of best quality
Ii	Adjustable air conditioning knob	To be Provided and should be of best quality
D	Main Luggage Area Boot	Main Luggage boot area must not be less than of 6.0 CuM with Hydraulic Holding bars material.
E	Additional provision at above of CLC	Dim Lights (LED) in blue color for night having attractive look.
18.3	Passenger entertainment and other miscellaneous	
A	Magazine pouch	Required
B	USB charger at each row of seat both sides (at 3 seats side and 2 seats side.)	Self Closing type power ports one on each row on both sides(LH/RH) be provided
C	Water Bottle holder	Required
D	Sun Visor for driver	Required
19	Air conditioning system and Heating System - operational conditions/other requirements etc.	Spheros/Carrier/TransAir (40 kw or more) G.I. A.C.DUCTING FACILITY SHALL BE PROVIDED FOR EACH ROW OF PASSENGER SEATS ON BOTH SIDES OF THE BUS AND ALSO FOR DRIVER'S CABIN.
19.1	Specifications	a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature

S. No.	Description	Specifications
19.2	Target results	a) 23+/- 1°C (for all temperature ranges) b) Minimum average air velocity at air vent is 4.5 m/s ARAI/CIRT/ICAT Certificated required.
19.3	Seat air flow adjustment system	Required
19.4	Air conditioning system in driver work place	As in saloon
20	Maximum noise levels inside the saloon - test procedure as per AIS 020	As per ARAI/ICAT/CIRT approved drawings and relevant CMVR/GoI guidelines
21	Life cycle requirements of bus (whichever is earlier)	10 years or 12,00,000 km
22	Driver cockpit area	Air Conditioning mandatorily required with ducting/AC lower above driver seat along with partitioning (as per approval of CTU).
23	Destination boards	1. 2 nos. LED DESTINATION BOARDS required. One at Front and one at back . PLC controller should be provided for storage capacity of multiple routes up to 70 routes. The provision of this system to be such if operator/driver selects one route then it should be displayed on both screens (front and back) simultaneously and as per AIS-052 specs. 2. 1 no. LED Destination board on inner passenger saloon area for display of messages / location of stations.
24	Buses should be fitted with	EXTERIOR REAR-VIEW MIRRORS TO GIVE LARGE ANGLE VISION AND TO ELIMINATE FRONT END BLIND SPOTS- IT SHOULD BE EASILY ADJUSTABLE.
		MINIMUMIMUM 2 NOS. OF ROOF HATCHES WITH SIZES AS PER AIS : 052.
		WINDING TYPE FULL WIDTH SUN-BLIND FOR FRONT WINDSHIELD GLASS SHOULD BE PROVIDED.

Submission of Design

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

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

Bus Body confirming to Standard Specifications:-

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

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

WorkManship

Workmanship during fabrication of bus must be carefully followed:

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

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

S.NO.	NAME OF ITEMS	SPECIFICATIONS (or As per latest	SOURCES
1.	Aluminum sheets	IS:737:1966 (3R)(up to latest)	M/s. HINDALCO M/s. BALCO M/s NALCO
2.	Alum. Extruded Sections	IS:733:1993)(up to latest)	M/s. HINDALCO M/s. INDAL/ M/s.BALCO M/s NALCO
3.	**MS sheets/GIS Sheets** a) CRCA Sheets 1mm to 2mm b) HRCA Above 2mm	IS:513: 1986)(up to latest)	M/s. SAIL M/s. TISCO M/s. IISCO, M/s Good Luck, M/s Apollo
4.	M.S. Channel 50x100x50x6mm 40x75x40x6mm	As per latest AIS/BIS specification	---do-----
5.	**M.S. Angle** a) 75x75x6mm b) 50X50X6mm	IS:2065:1984)(up to latest) IS:808:1984)(up to latest)	---do-----
6.	Brakes	As per relevant AIS/BIS specification	WABCO/TVS ISI marked subject to approval from CTU
7.	Battery	As per relevant AIS/BIS specification	Exide/Amron or eqvivalent subject to approval from CTU
8	Self Starter and Alternator	As per relevant AIS/BIS specification	As per OEM
9.	Air Conditioning System		Carrier/Spheros/TransAir

10.	Passenger Seats Fix Seat3X2Confg. Readymade Bus Passenger Seats	AIS023 &AIS052, ARAI APPROVED	M/s Harita or M/s Pinnacle or ARAI certified subject to approval from CTU (design only after approval of CTU)
11.	Driver seats	----do---	----do---
12.	**Electric Item:** a) LT Wire 4 mm & 6 mm Size b) Battery Cable Size 325/0.45mm	As per Bus Code AIS-052	Havells/Phillips or ISI marked subject to approval from CTU
13.	Head light LED	As per latest AIS/BIS specification	Lumax/Hella or eqvivalent as per approval of CTU
14.	LED Lights in saloon	As per latest AIS/BIS specification	M/s. Phillips M/s. Power Electronics M/s Havells or equivalent as per subject to approval from CTU
16.	LED destination boards	As per latest AIS/BIS specification	Lumax/Power Electronics or equivalent only as per approval of CTU