OFFICE OF THE DIVISIONAL MANAGER CTU & DIRECTOR TRANSPORT, UNION TERRITORY, CHANDIGARH

No. 9293 **/Acctt(H)/CTU/2022** **Dated:** 21-09-2022

ADDENDUM/Corrigendum

In reference to the e-tender Reference No. 8081/Acctt(H)/CTU/2022 Dated 18.08.2022 for inviting e-tender for **"Purchase of Fully Built-up 20 Nos. HVAC Diesel BS-VI buses having 5900-6200 mm Wheel Base for Inter-City Operations with warranty of 2 years or 2.0 LAC K.M. (Whichever Is Earlier)"** appeared in the leading newspapers and also displayed on the website of this undertaking as well as website of the Chandigarh Administration i.e. chdctu.gov.in and https://etenders.chd.nic.in/ respectively and with respect to pre-bid meeting held with prospective bidders on 30.08.2022 at Conference Hall, First Floor, ISBT-43, Chandigarh, the following amendments/modifications are hereby made in the e-tender documents/RFP dated 19.08.2022:

Commercial Points:-

Sr. No.	Page No.	Clause no.	Particulars	Tender requirement	CTU Reply
1	1	NA	NA	Request for proposal for purchase of 20 Nos. Fully built-up hvac diesel bs-vi buses having 5900-6200 mm wheel base for inter city operations with warranty of 2 years or 2.0 lac k.m. (whichever is earlier)	No Changes
2	2	NA	NA	Request for proposal for purchase of fully built up 20 nos. hvac diesel bs-vi buses having 5900-6200 mm wheel base for inter-city operations with warranty of 2 years or 2.0 lac k.m.(whichever is earlier)	No Changes
3	3	SECTION-I	DISCLAIMER	This RFP is being issued by the Director Transport, U.T- cum – Divisional Manager, CTU, Chandigarh for inviting tenders for "Purchase Of Fully built-up 20 Nos HVAC Diesel BS-VI buses having 5900-6200 mm Wheel Base for Inter-City Operations with warranty of 2 years OR 2.0 LAC K.M.(whicever is earlier)"	No Changes
4	5	SECTION-II	NOTICE INVITING TENDER	Chandigarh Transport Undertaking (CTU) invites e-Tender from Manufacturers of Complete Fully Built Diesel Buses for "PURCHASE OF 20 NOS. FULLY BUILT-UP HVAC DIESEL BS-VI BUSES HAVING 5900-6200 MM WHEEL BASE FOR INTER CITY OPERATIONS WITH WARRANTY OF 2 YEARS OR 2.0 LAC K.M. (WHICEVER IS EARLIER)"	No Changes
5	8	2.1. II	ELIGIBILITY CRITERIA-	The bidder must have **supplied 100 nos. fully built buses during the last three years** ending on 31.03.2022 to any STU either in single or multiple orders.	No Changes
6	11	13.1	DISCHARGE OF BID SECURITY OF UNSUCCESS	13.1 The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity period and / or within 30 days from the date of signing the agreement with the successful	No Changes

			FUL BIDDERS(S)	bidder, whichever is later.	
7	12	16	INSURANCE	On acceptance of buses by the Purchaser, third party insurance will be arranged by the Purchaser at its own cost. However, the Contractor will be required to arrange insurance of buses till the same are delivered to and accepted by the Purchaser.	No Changes
8	16	4.1.a	PERFORMANCE SECURITY	An amount equivalent to 10% of the total cost of buses (landed cost) of the contract in Indian Rupees valid till expiry of warranty period of two years and 60 days (i.e. delivery period of 120 days plus 2 years and 60 days).	No Changes
9	16	5.2	LIQUIDATED DAMAGES	0.5% (Zero point five per cent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof up to 4 (four) weeks of delay, and	**Amended as:** 0.5% (Zero point five per cent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver within the period fixed for delivery for delay of each week or part thereof up to 4 (four) weeks of delay, and
10	16	5.3	LIQUIDATED DAMAGES	0.75%(zero point seventy five per cent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is between 4 (four) weeks and 8 (eight) weeks and	**Amended as:** @ 0.75%(zero point seventy five per cent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver within the period fixed for delivery for delay of each week or part thereof on entire delay period if delay is between 4 (four) weeks and 8 (eight) weeks and
11	17	5.4	LIQUIDATED DAMAGES	1.00% (One percent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is beyond 8 (eight) week. The decision of Purchaser shall be final in this regard.	**Amended as:** @ 1.00% (One percent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver within the period fixed for delivery for delay of each week or part thereof on entire delay period if delay is beyond 8 (eight) week. The decision of Purchaser shall be final in this regard.
12	17	5.5	LIQUIDATED DAMAGES	The amount of pre estimated Liquidated damages to be charged under the contract, in terms or preceding sub clauses shall not exceed 15% of the total value of contract (inclusive of duties & taxes).	No Changes

13	17	7.2	FORCE MAJEURE	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.	No Changes
14	17	7.3	FORCE MAJEURE	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.	No Changes
15	18	7.5	FORCE MAJEURE	If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, **neither party shall have the right to claim damages from the other.** All prior performance shall be subject to contract terms.	No Changes
16	18	8.1	DELIVERY SCHEDULE OF BUSES.	8.1 The delivery of 20 Nos. HVAC buses including prototype bus is to be completed within the contracted delivery schedule of 90 days from the date of Issue of Letter of Award as per following schedule:- a). Within first 30 days :- Prototype Bus. b). Within 30 days :- 09 buses. c). Within 30 days :- 10 buses	No Changes
17	18	8.2	DELIVERY SCHEDULE OF BUSES.	The Contractor/Bidder shall, as may be required by the Purchaser, deliver at the place/places detailed in the contract, or purchase order, the quantities of the buses detailed therein. The buses shall be delivered not later than the dates specified in the contract/purchase order otherwise penalties would be imposed as per penalty clause number 5 of RFP.	No Changes
18	18	8.6	DELIVERY SCHEDULE OF BUSES.	The contract shall be severable contract; Successful bidder shall make supplies of the buses as per the delivery schedule indicated in the contract. Each and every instalment of the buses shall be treated as separate contract. Failure to comply with delivery schedule shall attract pre-estimated liquidated damages, risk purchase & other provision of the contract.	No Changes
19	19	8.10	DELIVERY SCHEDULE OF BUSES.	A failure or delay by the Contractor/Bidder in the performance of his obligations for delivery and commissioning of buses, the Purchaser at his discretion may take any one or all of the following actions :a) Terminate the Contract for unsupplied quantity, and/orb) Forfeit the Performance Guarantee alongwith interest thereupon: and/orc) Effect purchases at the Bidder's risk and cost for the unsupplied quantityas per clause 9.2 herein after, and/ord) Extend the delivery period for the unsupplied/non-commissionedquantity with	No Changes

				imposition of pre estimated liquidated damages.	
20	19	9.1	OPTION CLAUSE	The Purchaser reserves the right to increase/decrease the number of Buses ordered by him by 25% (Twenty Five percent) of the initially contracted numbers of Buses, (i.e. the number of buses ordered in the Letter of Bid acceptance) at any time till the completion of delivery of the entire ordered number of Buses without any change in the Unit Price or other Terms & Conditions. The decrease / increase in ordered quantity, if any, will be intimated within three month to the contractor /bidder from the date of clearance of proto type bus by the purchaser.	**Amended as:** The Purchaser reserves the right to increase the number of Buses ordered by him by 25% (Twenty Five percent) of the initially contracted numbers of Buses, (i.e. the number of buses ordered in the Letter of Bid acceptance) at any time till the completion of delivery of the entire ordered number of Buses without any change in the Unit Price or other Terms & Conditions. The increase in ordered quantity, if any, will be intimated within three month to the contractor /bidder from the date of clearance of proto type bus by the purchaser.
21	20	11.2.a	Arbitration	Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by Union Territory,Chandigarh,1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman will be the Transport Secretary, Chandigarh Administration, Chandigarh. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.	No Changes
22	22	15.1.a,b	PAYMENT TERMS	Payment for 85% of the total landed price of each consignment of the buses dispatched will be made within 2 weeks to the contractor on receipt of the buses by the consignee, along with relevant documents i.e. Transit Insurance Certificate, Warranty Certificate, Spare Parts Catalogue along with prices and discount offered, Type approval certificate from S.T.A. Chandigarh, TRC etc. and receipt of bill along with the documents including provisional Acceptance Certificate' (Annexure 9) b) Balance payment 15% payment would be made within 2 weeks against 'final Acceptance Certificate' (Annexure 10) of the buses to be issued by the consignee, subject to recoveries, if any	No Changes

23	22	16	SUBMISSION OF DRAWINGS	The successful bidder shall provide two sets of general drawings comprising ofelevations-sides, front and rear ends along with main dimensions, isometric views, exterior and interior details, seating layouts, specified colour schemes and their sizes and specifications etc. One set of Compact Disc along with two sets of hard copies as specified in technical specifications shall be supplied by the successful bidder to this undertaking in advance for approval.	No Changes
24	22	17	Service Engineering	The successful bidder shall furnish information on maintenance practices to be followed for these buses, clearly spelling out the following: - i). Inspection procedure & periodicity of various preventive schedules in detail including gauging practices. ii). Maintenance procedures in detail including preventive maintenance schedules. iii). Facilities required for maintenance, giving detailed information on the following: - a) Plant & Machinery required for maintenance; b) Gauges, Jigs and Fixtures and Tools required during maintenance; c) Space requirements for maintenance facilities and d) Any other details necessary for development of said facilities.	No Changes
25	23	19	Training	The Contractor/Bidder shall arrange orientation training for drivers @ four drivers per bus at Drivers Training Centre for at least one week before the actual commissioning of the buses. Similarly, adequate training will be provided to at least 60 workshop staff including Mechanics/ Technicians/Supervisors / Engineers of CTU in batches of 20 each so that the workshop staff may be able to repair and maintain the buses independently. This training will be provided 'free of cost' as and when required by the Purchaser within 3 years from the date of delivery of buses. Course material/Manuals of maintenance/repair will be provided by Contractor on 'free of cost' basis.	No Changes
26	25	24.1	Warranty	There will be standard warranty for two years or 2.0 LAC K.M.(whichever is earlier) from **the date of final acceptance**.	No Changes
27	25	24.2	Warranty	Successful bidder shall be required to station required number of supervisors with team of 6 technical workers from date of Final Acceptance and till completion of warranty period. Further, necessary technical personnel beyond above shall also be deputed by the successful bidder at his own cost for investigating defects and failures and carrying out modifications as and when required during the warranty period	No Changes

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<tr><td>28</td><td>25</td><td>24.3</td><td>Warranty</td><td>Successful bidder shall ensure the repair of bu within timelines as per table below failing whic actual expenditure incurred for repair of suc bus body will be recovered from th performance security of the successful bidde and Purchaser will be at liberty to forfeit securit deposit/performance security. Repetition c continuous 3 such incidents/defects may lead fo blacklisting of the successful bidder, apart fror other punitive action.

<table><tr><th>Sr. No.</th><th>Nature of Repair</th><th>Repair or Replacement time in no. of days</th></tr><tr><td>1.</td><td>All minor repair & replacement of aggregates like Air Compressor, Intercooler, Clutch Plate, Alternator, Injectors, AC-Compressor, Retarder etc.</td><td>3</td></tr><tr><td>2.</td><td>All major repair & replacement of aggregates like Engine, Gear Box, Rear Axle, Front Axle etc.</td><td>7</td></tr><tr><td>3.</td><td>Minor repair of replacement of parts</td><td>3</td></tr><tr><td>4.</td><td>Major repair of replacement of parts</td><td>7</td></tr></table></td><td>No Changes</td></tr>
<tr><td>29</td><td>46</td><td>Section VII</td><td>Warranty</td><td>The fully built bus shall be covered under Warranty of two years or 2.0 LAC K.M. (whichever is earlier) by bus manufacturer.</td><td>No Changes</td></tr>
<tr><td>30</td><td>53</td><td>Annexure -6</td><td>PROFORMA OF CONTRACT AGREEMENT</td><td>WHEREAS the Purchaser is desirous that certain Goods and Services should be provided by the Contractor, viz. Supply, Testing & Commissioning of 20 HVAC Buses and their maintenance under prescribed warranty period of years or KMs whichever is later</td><td>No Changes</td></tr>
<tr><td>31</td><td>59</td><td>Annexure -11</td><td>Format of Letter of Bid Acceptance</td><td>Letter of Bid Acceptance for Design, Manufacture, Supply, and Commissioning of 20 Nos. Diesel Fuelled Fully Built BS-VI HVAC Buses including warranty of 2 years or 2.0 Lac K.M. (Whichever is Earlier).</td><td>No Changes</td></tr>
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Technical Points:-

S.No.	Page No.	Clause no.	Technical Parameters	Tender Technical Specifications	CTU Reply
1	28	3.2	Rated HP preferably at lower rpm range	Minimum 210 H.P. @ 2200-2500RPM	No Changes
2	29	7.3	Retarder	Electro Magnetic Retarder required.	**Amended as:** Electro Magnetic Retarder or Hydrodynamic Retarder required.
3	29	8.3	Alternator	24V 85-120 Amps for Engine and 120-150 Amps for AC.	No Changes
4	30	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	No Changes
5	30	11	Fuel tank	Minimum 400 Ltrs Capacity	**Amended as:** Minimum 350 Ltrs Capacity

6	30	12.1.F	Rear overhang	To be submitted by manufacturer/As per CMVR. Chassis should not be cutted in any case.	No Changes
7	30	13.1	Location of gates	One Door front side before front tyres	No Changes
8	30	13.2.A	Operating mechanism	Pneumatically controlled only and should not be Electronic.	**Amended as:** Electro Pneumatically controlled
9	34	14.3.D.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	G.P. sheet as per makes mentioned in RFP.
10	34	14.3.D.vii	Front end interior	Aesthetically state of Art designed and to be submitted by manufacturer and as per approval. Front & Rear FRP Bumper should be in two pieces so that towing hook can be provided easily.	**Amended as:** Aesthetically state of Art designed and to be submitted by manufacturer and as per approval. Front & Rear FRP Bumper should be in one piece so that towing hook can be provided easily.
11	35	14.6	Safety glasses and fittings	Single Piece windshield, stylish exterior, **combination head lamps a**s per approval of CTU.	No Changes
12	37	14.7.1.L	Number of seats	Minimum 50 seats and as per approval of CTU	No Changes
13	37	14.8	Driver's work place/cabin/seat etc	Pneumatically Height Adjustable, Forward and rear adjustable as per	No Changes
14	38	14.8.E	Three way seat adjustments facility and controls	Required with Pneumatically controlled	No Changes
15	38	15.2	Conductor cross section	As above and suitable to carry rated current (Japanese Auto Standard JASO D0609-75 AV)	No Changes
16	39	15.3.E	Battery cut – off switch (isolator switch)	Heavy-duty type capable of carrying & interrupting total circuit load.1 each near battery and driver.	No Changes
17	39	15.4.B	Wiper arm/blade	Pantograph type or Radial Type. AIS 019/AIS011	No Changes
18	40	17.8	Towing device front and rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus within 30o of the longitudinal axis of the bus. As per CMVR & IS 9760 - Ring Type. Further FRP bumpers should be suitably designed so that towing of bus can be managed easily and bumpers should not be removed for towing.	No Changes

19	41	18.2.C.i	Seat reading light	To be Provided and should be of best quality	No Changes
20	41	18.3.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 and should be at least above 1' above floor. Further there should be separate wiring for LHS & RHS USB chargers.	No Changes
21	42	22	Driver cockpit area	Air Conditioning mandatorily required with ducting/AC lower above driver seat along with partitioning (as per approval of CTU).	No Changes
22	42	24	Buses should be fitted with	Winding Type full width sun-blind for front windshield glass should be provided.	**Amended as:** Winding Type or Roller Type sun-blind for front windshield glass should be provided.
23	42	25	Extra Features	Since long route buses are stranded at destination stations for night halt as such last row of seat to be suitably designed as per requirement of CTU so that driver/conductor can sleep easily.	No Changes

Further the last date and Time of uploading of Technical bid is hereby extended from 28.09.2022 up to 14.00hrs. to 03.10.2022 upto 14.00hrs. and opening of Technical bid is hereby extended from 28.09.2022 at 15.00hrs. to 03.10.2022 at 15.00hrs. The other terms and conditions will remain the same.

Director Transport,
Union Territory,
Chandigarh.