



**CHANDIGARH TRANSPORT UNDERTAKING  
CHANDIGARH**

**REQUEST FOR PROPOSAL FOR HIRING OF 6 NOS. FULLY BUILT-UP SINGLE AXLE DIESEL BS-IV INTEGRAL SUPER LUXURY COACHES (VOLVO/SCANIA/MERCEDES-BENZ) FOR INTER CITY OPERATIONS ON KILOMETER BASIS HAVING MINIMUM SEATING CAPACITY OF 41 PASSENGERS FOR A PERIOD OF 5 YEARS EXTENDABLE BY ONE YEAR.**

**09<sup>th</sup> January, 2018**

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

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

Tel No: 0172-2679002

E-mail: [ctu-chd@nic.in](mailto:ctu-chd@nic.in)

REQUEST FOR PROPOSAL FOR HIRING OF 6 NOS. FULLY BUILT-UP SINGLE AXLE DIESEL BS-IV INTEGRAL SUPER LUXURY COACHES (VOLVO/SCANIA/MERCEDES -BENZ) FOR INTER CITY OPERATIONS ON KILOMETER BASIS HAVING MINIMUM SEATING CAPACITY OF 41 PASSENGERS FOR A PERIOD OF 5 YEARS EXTENDABLE BY ONE YEAR.

E-PROCUREMENT SYSTEM

**Time Schedule for the bids:**

Bid Reference	:	Actt/HO/CTU/2018/ Dated: 09/01/2018
Date of commencement of downloading of bid document	:	09 /01/2018 at 11:00 am onwards
Last date for seeking clarification if any.	:	25 /01/2018 Upto 16:00 pm
Pre-bid meeting	:	25 /01/2018 at 11:30 am
Last date and time for bid submission/uploading of bid in e-procurement platform <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a>	:	06/02/2018 upto 2:00 pm
Date and time of opening of technical bids (TECHNICAL BID)	:	The bids will be opened online by the Authorized Officers on 06/02/2018 Hrs 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	:	<b>Chandigarh Transport Undertaking</b> O/o Director Transport cum Divisional Manager, Plot No. 701, Industrial Area Phase-1, Chandigarh

Note:

- (1) In the event of the specified date of opening of bids being declared a holiday, the bids shall be opened on the next working day at the same time and venue.
- (2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed to the **Director Transport cum Divisional Manager, Chandigarh Transport undertaking** in the manner described under Instructions to Bidders Section IV of Bid Documents on or before the stipulated date & time on webportal <http://etenders.chd.nic.in>.

**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 6 NOS. FULLY BUILT-UP SINGLE AXLE DIESEL BS-IV INTEGRAL SUPER LUXURY COACHES (VOLVO/SCANIA/MERCEDES-BENZ) FOR INTER CITY OPERATIONS ON KILOMETER BASIS HAVING MINIMUM SEATING CAPACITY OF 41 PASSENGERS FOR A PERIOD OF 5 YEARS EXTENDABLE BY ONE YEAR.”** (hereinafter called “buses”) on such terms and conditions and technical specifications as set out in this RFP document and as per CMVR rules/ARAI/AIS-052 guidelines’.

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

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

**CONTENTS OF REQUEST FOR PROPOSAL (RFP) DOCUMENT**

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

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**SECTION- II NOTICE INVITING TENDER (NIT)-**

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

**E—TENDER NOTICE**

E-Tenders(Online Tenders) are invited for “**HIRING OF 6 NOS. FULLY BUILT-UP SINGLE AXLE DIESEL BS-IV INTEGRAL SUPER LUXURY COACHES FOR INTER CITY OPERATIONS ON KILOMETER BASIS HAVING MINIMUM SEATING CAPACITY OF 41 PASSENGERS FOR A PERIOD OF 5 YEARS EXTENDABLE BY ONE YEAR**” 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	:	Actt/HO/CTU/2018/191 Dated: 09/01/2018
Date of commencement of downloading of bid document	:	09 /01/2018
Last date for seeking clarification if any.	:	25/01/2018 Upto 14:00 pm
Pre-bid meeting	:	25/01/2018 at 11:30 am
Last date and time for EMD and Bid processing fee in physical form and uploading of bid(Technical and Financial) in e- procurement platform <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a>	:	06/02/2018 upto 02:00 pm
Date and time of opening of technical bids	:	The bids will be opened online by the Authorized Officers on 06/02/2018 Hrs 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	:	<b>Chandigarh Transport Undertaking</b> 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, Depot-I CTU Chandigarh on any working day between 9.00 AM to 5.00 PM (till the date of pre-bid meeting) in case of any clarification/query regarding e-tender ( Phone No. 2679002) or mail at <a href="mailto:ctu-chd@nic.in">ctu-chd@nic.in</a>

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.

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

### **SECTION III : DEFINITIONS & ABBREVIATIONS**

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

1. **“Aims and Objectives”** To motivate the public to prefer use of public transport as a means of travelling over personal transport by modernizing the fleet & operations and improve the quality and outlook of the buses so that they are comfortable, aesthetic, attractive as would be befitting a modern vibrant city.
2. **“Agreement”** means the document signed between the Divisional Manager, CTU-cum-Director Transport, Union Territory, Chandigarh and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the agreement, with all terms and conditions of the contract.
3. **“Bid”** means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions, thereof including the Technical Bid/proposal and Financial Bid/proposal along with all other documents forming part and in support thereof.
4. **“Bidder”** means a proprietorship firm/partnership firm/joint venture/consortium or company incorporated in India engaged in manufacture or plying/operating complete Integral Super Luxury Coaches in any of the STUs and who has submitted the bid for the hiring of Integral Super Luxury Coaches (including supply, testing & commissioning) as per the terms, conditions, and technical specifications of the RFP document.
5. **“Bid Security”** shall have the meaning prescribed to it in Instructions to Bidders.
6. **“Bid Process”** means the process of selection of the successful bidder through Competitive bidding and includes submission of bids, scrutiny and evaluation of such bids as set forth in the RFP.
7. **“Contract”** means and includes **“Letter of Bid Acceptance”**, **‘ Notice Inviting Tender ‘**, **‘Instructions to Bidders’**, **‘General Conditions of Contract’**, **‘Schedule of Requirements’**, **‘Technical Specifications’**, **‘ Price Schedule’**, **‘Annexure’** and includes a Repeat order accepted or acted upon by the Contractor and an agreement, if executed.
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.
9. **“Deadline for Submission of Bids”** shall mean the last date and time for receipt of Bids as set-forth in the RFP or such other date/time as may be decided by Chandigarh Transport Undertaking Chandigarh in its sole discretion and notified to the bidders by dissemination of requisite information in this behalf on the Website <http://etenders.chd.nic.in> and/or in writing either by email or by facsimile or by registered post or through advertisement in the newspaper
10. **“Delivery of Buses”** shall be deemed to take place only if the buses are delivered in accordance with the terms of the contract/agreement after approval by the Inspecting Officer/Committee setup by the Department.
11. **“Director Transport-cum- Divisional Manager, CTU”** means the Director Transport, Union Territory, Chandigarh and its authorized successors representatives and assignees at all times.
12. **“Effective date”** of the agreement shall mean the date on which the ‘Letter of Bid Acceptance (LOBA) shall be dispatched by the Department.
13. **“CTU”** means the Chandigarh Transport Undertaking Chandigarh as is relevant in the context.

14. **“Inspecting Officer”** means the person(s), firm(s) or organization nominated by the Department for the purpose of inspection of buses or works under the agreement and includes its / their authorized representative(s).
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.
16. **“Letter of Bid Acceptance”** means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.
17. **“Department”** means Chandigarh Transport Undertaking Chandigarh or its authorized representatives
18. **“Period”** shall mean the entire term of the agreement or contract.
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.
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.
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.
22. **“Works”** means all the works specified or set forth and required in and by the said ‘Technical Specifications’, ‘General Conditions of Contract’, ‘Drawings’ and ‘Schedule of Requirements’, ‘Bid Forms, Annexure and other Formats’ annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instruction and drawings ( being in conformity with the said original Specification (s), Drawing (s) and ‘Schedule of Requirements) and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby Contracted for, be supplied by the Department.
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)-**

**1. GENERAL**

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- IV standards, from proprietorship firm/partnership firm/joint venture/consortium or company incorporated in India engaged in manufacturing or plying/operating complete Integral Super Luxury Coaches in any of the STUs and who has submitted the bid for the hiring of Integral Super Luxury Coaches fulfilling the requirement as laid down in this RFP document.

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.

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

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

**2. ELIGIBILITY CRITERIA-**

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

- i) The Bidder must be well established and must have supplied or plying at least 6 Integral Super Luxury coaches (Volvo/Scania/Mercedes-Benz) to any STU on hiring mode for at least three years in last five years either in single or multiple orders ending on 31.03.2017.
- ii) The bidder should have maintenance agreement/understanding with the vehicle manufacturer covering for the agreement period with CTU.

**2.2 Financial Qualification:-**

- i) The bidder should have a minimum average annual turnover of Rs 3.00 Crores for last 3 years duly certified by the Chartered Accountant, for the financial years of 2014-2015, 2015-16 and 2016-17. The bidder should submit Income Tax returns and Audited Balance Sheets duly signed for the relevant three financial years.
- ii) The net worth of Bidder should be more than Rs. 2 crore for the financial year 2016-17, to be certified by the Chartered Accountant in practice or Company Secretary in practice based on audited financial statement.

**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.

**2.4 Consortium**

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



- ii). There should be lead member who should have 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 6 years extendable by one year. The consortium should be statutory body registered under Companies Act or Partnership Act once declared successful in bidding.

**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.

**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.

### **3. COST OF DOCUMENT**

The RFP documents can be downloaded from the CTU-Chandigarh, official website: [chdctuchd.gov.in](http://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 in physical form on or before the last date and time of closing of bid as mentioned under clause no 6 above.

### **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.

### **5. PRE-BID CONFERENCE**

5.1 A pre-bid conference will be held at Conference Hall, U.T. Guest House, Sector-6, Chandigarh with the prospective bidders at the stipulated date and time as given under clause no 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 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.

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 6 to keep the same in record and reference without which Department will not be liable to entertain the same.

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.

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](http://www.ctuchd.gov.in), <https://etenders.chd.nic.in>.

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

## 6. IMPORTANT DATES

Date of commencement of downloading of bid document	:	09/01/2018 at 11:00 am onwards
Last date for seeking clarification if any.	:	25/01/2018 upto 04:00 pm
Date of Pre-bid meeting	:	25/01/2018 at 11:30 am
Last date and time for bid submission/uploading of bid in e-procurement platform <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a> and receipt of EMD and Bid processing Fee in Physical Form	:	06/02/2018 upto 2:00 pm
Date and time of opening of technical bids (TECHNICAL BID)	:	The bids will be opened online by the Authorized Officers on 06 /02/2018 Hrs 3:00 pm
Date and time of opening of Financial Bids	:	Will be intimated to technically responsive bidders.

## 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.

## 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.

## 9. COMPLIANCE WITH TECHNICAL SPECIFICATIONS:-

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.

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, BIS TED\_28 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.

## 10. VARIATIONS/ DEVIATIONS

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**).

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

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.

## **11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**

**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 where necessary.
- b. The bidder has to attach Purchase Orders (Award of Contract) and Performance certificate in support of Eligibility criteria under Para 2.1(i) above.
- c. Documentary support in support of Para 2.1(ii) above.
- d. Audited Annual Reports to be attached for the annual turnover as per Eligibility criteria under para 2.2(i) above for the years 2014-15, 2015-16 and 2016-2017.
- e. The bidder has to attach CA certified copy in support para 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 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.

**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.

## **12. DOCUMENTS / ITEMS COMPRISING THE BID**

**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'**)

## **13. BID SECURITY / EARNEST MONEY DEPOSIT (EMD) –**

**13.1** The Bidder shall deposit Bid security (hereinafter also referred to as Earnest Money Deposit" (EMD) of Rs. 30.00 (Rupees Thirty lakhs only), w.r.t. bid for hiring of Super luxury 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 6) for Hiring of Super Luxury 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 beyond the last date of uploading 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'**)

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.

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

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.

#### **14. DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDERS(S)**

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.

#### **15. DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)**

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.

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.

#### **16. PRICE BASIS**

16.1 Financial bid/proposal should be uploaded online only.

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.

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

#### **17. INSURANCE**

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.

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.

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.

## **18. BID VALIDITY**

**18.1 The bid shall remain valid and open for acceptance for a period of 180 days from the date of opening of technical bid.**

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.

## **19. FORMAT AND SIGNING OF BID**

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.

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.

## **20. TWO BID SYSTEM**

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 11 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 in the prescribed format, as per **Annexure – '5'**, of the RFP document.

## **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.

## **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 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.

## **23. CLARIFICATION OF BIDS**

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.

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.

## **24. DETERMINATION OF RESPONSIVENESS:-**

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

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.

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.

## **25. EVALUATION AND COMPARISON OF BIDS**

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

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

## **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.

## **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.

## **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'**)

## **29. SIGNING AND ACCEPTANCE OF 'LETTER OF BID ACCEPTANCE'**

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.

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.

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'**).

**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)**

### **1. INTERRPRETATIONS**

In the contract, unless the context otherwise requires:

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

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

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

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

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

### **2. PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS**

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

2.2 A person signing the bid or any other document in respect of the contract on behalf of the Contractor/Bidder without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor/Bidder to fulfil his obligations as mentioned in such bid or document. If it is discovered at any time that the person so signing has no authority to do so, the 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.

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.

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.

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 .

### **3. CONTRACT**

#### **(A)**

1 The Department agrees to take Super Luxury Integral coaches Model 2018 Single-axle, on lease from the Successful bidder for the period of 5 years extendable by one year, from the date of acceptance of the buses by the Committee.



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 2018(Chassis & Body – further chassis should not be older than the 6 months from the date of delivery of fully built bus), fitted with following fitment;-
  - Engine – Minimum 310 H.P.
  - Transmission – Fully Automatic
  - Heater and Air Conditioning - Required.
  - LED Display – Two with infotainment module(duly licensed)
  - Intelligent Transportation System equipment consisting 2 nos PIS boards, Dash board camera, 2 no CCTV camera, NVR for CCTV recording up to 15 days as per relevant AIS-140, TED TED\_28 standards updated from time to time.
  - Lap-top and USB Self closing type Mobile charging point at each seat.
  - Individual adjustable AC vent and reading light at every seat.
  - Reclining Seats.
  - Bottle Holder and Magazine Pouch
  - Air suspension in front and rear with kneeling
  - All Disc brakes.
  - Color scheme as per approval of CTU with CTU logo.
  - Mini Refrigerator.
2. The Successful bidder shall have to provide log in credentials of ITS dashboard for MIS reports and CCTV footage and also to integrate the MIS data with CTU web page/Mobile App for ETA and ETD at major bus stations as per requirement of CTU. In case of failure penalty as per Penalty clause will be imposed.
3. The Buses provided by the Successful bidder shall remain in the administrative possession of the Department. The ownership and control of the buses shall be in the name of General Manager, Chandigarh Transport Undertaking. However, responsibility of the bus shall be of the Successful bidder. At the time of replacement of buses or closure of contract it shall be obligatory on CTU to transfer the ownership of buses under the contract in the name of supplier.
4. All maintenance expenditure including consumables except fuel, expenditure on account of Tyres, Batteries, spare parts, Urea, engine overhauling, Suspension etc. and running, major and minor repairs 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 replacement of all buses after 3 years of similar technical specification or better so as to ensure that buses under the contract are not older than 3 years from the date of manufacturing at any time. In case of failure to provide replacement beyond three years the rates to be paid shall get reduced by 50% without prejudice to the right of CTU to terminate the contract and forfeit performance security.

**(C). DRIVER & CONDUCTOR-**

10. 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.
11. 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.
12. 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 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.

13. 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.
14. 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 will be that 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.
15. 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 and subsequently once in a year by medical board of Director Health Services Chandigarh. 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.
16. 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.
17. 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 advice the 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.
18. 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.
19. The Successful bidder will 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.

20. The Successful bidder has agreed that in case the bus is operated without conductor on account of strike or on any other unavoidable reason, and if any passenger is found without ticket in the bus then the Successful bidder would be solely responsible for the said default and would liable to pay to the Department a sum double the fare charged from the passenger along with a penalty as per penalty clauses.
21. 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-**

22. The buses shall be plied on scheduled route as decided by the Department. The scheduled time of the bus can be changed under intimation of the Successful bidder and the Successful bidder will 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.
23. The Department will operate the Bus for minimum combined 2700 KM per day for contracted 6 buses. This condition would not apply in case of a, natural calamities, law and order situation, force majeure and other reasons like blocked of traffic, 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.
24. 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.

25. 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.
26. 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 super luxury bus) will be returned to the Passengers. On such trips the Successful bidder, will be paid only @30% 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.
27. 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 break down for more than one occasion in a month of the same bus, the Successful bidder would not be entitled to receive any amount (for the second break down), even for distance otherwise covered by the bus prior to its breakdown and penalty defined under penalty clauses shall be imposed. 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.
28. 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.
29. 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.
30. In case of any claim raised by any passenger with respect to delay in journey or incomplete journey or later departure from originating station or any deficiency for the reasons ascribable to successful bidder and finally passed by any court of law, towards any reason, same will be at the cost and risk of the Successful bidder.

**(F). LEAVE & PENALTIES ON ABSENT-**

31. The expectation of the Department is to provide the contracted buses on all 365 days in a year. As such, the Successful bidder is supposed to maintain a spare bus of same technical specifications and CTU logo as mentioned in this RFP document, not older than 2 years to provide as replacement as and when

contracted buses are out of operation for maintenance / break-down / under police custody / met with accident / under major repair etc.

32. In Case of failure to provide replacement by another suitable bus, the Successful bidder would be liable to pay penalty as per penalty clauses.
33. If the Successful bidder fails to provide the contracted bus or its replacement continuously for the period of 15 days for operation, the Department shall be free to terminate the contract without assigning any reason or issuing any notice along with forfeiture of performance security.

#### **(G). TAXES & LEVIES-**

34. 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.
35. As per income Tax rules, the Department will deduct TDS, from the payment to be made to the Successful bidder.
36. GST on hiring charges, if applicable & paid by the successful bidder/contractor will be reimbursed by the Department on production of proof of payment.

#### **4. PERFORMANCE SECURITY**

4.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a Bank Guarantee in the Performa prescribed in the RFP document within 30 days from the date of dispatch of the '**Letter of Bid Acceptance**', For an amount equivalent to Rs. 30,00,000 (Rs Thirty Lacs only) in Indian Rupees valid till the expiry of contract period and extra 90 days(i.e. delivery period plus 5 years and 90 days).

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.

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.

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. LIQUIDATED DAMAGES**

5.1 Liquidated damages—If the Successful bidder fails to supply the buses in the period as mentioned under para 8 below pertaining to delivery of buses, the penalty as per penalty clauses will be recovered for such delay days. In case of delay in delivery period for more that beyond 50 days, the Department will be at the liberty to cancel the agreement and forfeit the performance security.

#### **6. TERMINATION FOR DEFAULT**

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.

## **7. FORCE MAJEURE**

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

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

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

7.4 Any waiver/extension of time in respect of 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.

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

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

## **8. DELIVERY**

8.1 If the Contractor fails to complete the supplies within contracted delivery period of 45 days, the Department shall take actions as per Clause 5 of General Conditions of Contract.

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

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.

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

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.

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.

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.

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. .

## **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.

## **10. SETTLEMENT OF DISPUTE AND ARBITRATION-**

### **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.

### **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.

**11. SECRECY**

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.

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.

**12. INSPECTION OF BUSES**

Department or representative(s) authorized by the Department shall carry out inspection of buses on receipt of the buses at place of delivery :-

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.

**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.

**14. PAYMENT TERMS**

**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 (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). 2700-3000 K.M.s per day :- As per Rates quoted by the bidder in BoQ.
- ii). 3000-3500 K.M. per day :- 10% BELOW of the rates offered by the Bidder/Contractor for additional Kms above 3000.
- iii). 3500-4000 K.M. per day:- 20% BELOW of the rates offered by the Bidder/Contractor for additional kms above 3500.

**Note:- Minimum warranty of Kilometre combined for all six contracted buses will be 2700 per day Howsoever same will get reduced pro-rata in case of less number of buses on particular day for whatsoever reason.**

**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.

14.3 For getting the monthly payment, the successful bidder/contractor will submit the bills on 7<sup>th</sup> day of every next month. On receipt of the bill the Department will release payment to the successful bidder/contractor subject to recoveries if any with in 15 days positively.

## **15. Average/K.M.P.L.**

15.1 The Department would be liable to provide diesel to the Successful bidder, assuming average consumption of diesel @3.30 KM per litre for the plain and 3.00 KM per litre for hilly road operation.

15.2 The Department would be providing diesel to the Successful bidder. Wherever, Successful bidder can also fill diesel through their own arrangements and get reimbursement of the diesel expenditure, however the diesel rate will be as per the current rate applicable to the CTU.

## **16. OPTION CLAUSE**

16.1 The Department reserves the right to increase/decrease the number of Buses ordered by one bus 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 the entire contract without any change in the hiring rate and Terms & Conditions of this RFP. The decrease / increase in ordered quantity, if any, will be intimated two months prior from the date of requirement to the contractor /bidder by the Department.

16.2 The increase of quantity shall be incorporated through an amendment. For the additional quantity, additional delivery period proportionate to the delivery period of the ordered quantity will be allowed. The Contractor/Bidder will have to deposit performance security of additional amount separately within 30 days from the date of amendment of increased quantity in the same manner & method prescribed.

## **17. 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 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.

### **18. 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 REQUIREMENTS (SOR)

Item No.	Description of Work	Hiring of K.M.	Period of supply of Buses	Department	Earnest Money Deposit (EMD)
1.	HIRING OF 6 NOS. FULLY BUILT-UP SINGLE AXLE DIESEL BS-IV INTEGRAL SUPER LUXURY COACHES (VOLVO/SCANIA/MERCEDES-BENZ) FOR INTER CITY OPERATIONS ON KILOMETER BASIS HAVING MINIMUM SEATING CAPACITY OF 41 PASSENGERS FOR A PERIOD OF 5 YEARS EXTENDABLE BY ONE YEAR.	2700-3000 K.M.s daily	45 days from the date of issue of Letter of Bid Acceptance	Director Transport, UT-cum-Divisional Manager, CTU, Chandigarh	Indian Rupees Thirty lakhs.

**NOTES:-**

- 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.
- 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.
- Bidders shall quote the price as per RFP document.
- 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.
- 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.
- 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.
- 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 6 nos. fully built-up single axle Diesel BS-IV Integral super luxury Coaches (volvo/scania/mercedes-benz) for Inter City operations on kilometer basis having minimum seating capacity of 41 passengers for a period of 5 years extendable by one year”** 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 \_\_\_\_\_ 2018

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: <b>HIRING OF 6 NOS. FULLY BUILT-UP SINGLE AXLE DIESEL BS-IV INTEGRAL SUPER LUXURY COACHES (VOLVO/SCANIA/MERCEDES-BENZ) FOR INTER CITY OPERATIONS ON KILOMETER BASIS HAVING MINIMUM SEATING CAPACITY OF 41 PASSENGERS FOR A PERIOD OF 5 YEARS EXTENDABLE BY ONE YEAR.</b>				
Contract No:-				
Name of the bidder:				
DETAIL OF PRICE BID				
Sr. No	Description	Unit	Rates to quoted by the bidder per K.M. basis	
	<b>HIRING OF 6 NOS. FULLY BUILT-UP SINGLE AXLE DIESEL BS-IV INTEGRAL SUPER LUXURY (VOLVO/SCANIA/MERCEDES-BENZ) BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS HAVING MINIMUM SEATING CAPACITY OF 41 PASSENGERS FOR A PERIOD OF 5 YEARS EXTENDABLE BY ONE YEAR. 2700-3000 K.M.s daily</b>	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 Integral Super Luxury coaches 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. 30 Lakhs (Rupees Thirty 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 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 \_\_\_\_\_ AUTHORIZED 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 6 no's of New Integral Super Luxury Coaches of (Model – 2018) 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 30.00 Lakhs 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 6 no 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 \_\_\_\_\_ 2018.

DEPONENT

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

**ANNEXURE-8****PROFORMA FOR PERFORMANCE STATEMENT**

Bid No. \_\_\_\_\_

Date of Opening \_\_\_\_\_

i) Details may be given for all types of Buses plied by the Bidder in past Three years.

- Details are to be furnished by the Bidder in previous five years (ending on 31<sup>st</sup> March 2017 ) prior to the year in which the date of opening of bid falls.

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

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 20,000/- per incident
9	Driver deployed by successful bidder found involved in serious offence such as Narcotics/drugs etc	Rs 50,000/- per incident
10	Passenger found without ticket in case of absence of conductor in case of strike or any other unavoidable reason.	Rs 10,000/- per incident
11	Cancellation of complete schedule due to non-availability of the bus or failure to provide replacement	Rs 20,000/- per incident
12	Non working of Air-conditioning or Heating system in bus by maintaining temperature of 22o c+ 1 degree.	Rs 10,000/- per incident
13	Unauthorized commercial use of bus.	Rs 1,00,000/- per incident
14	Delay in submission of performance security up to 45 days.	Rs 5,000 per day
15	In case of delay in supply of buses.	Rs 10,000 per day per bus
16	Non Display of PIS Display.	Rs 1000/- per incident
17	Non working of Android App/ ITS dashboard.	Rs 5000/- per incident
18	Non working of USB Charger and Laptop charger for each row of seat.	Rs 500/ per seat per charging point
19	Non working of LED in saloon area or Mini Refrigerator	Rs 1000/- per incident
20	Repeated breakdown of the buses for the similar defect (the breakdown occurring twice in a week for particular bus)	Rs 50,000/-
21	Non working of Reading light for individual seat or Individual A.C. Vent or bottle holder or Magazine pouch or seats not reclining	Rs 500/- per seat per incident.

**ANNEXURE -10**

**Final Acceptance Certificate**

Ref. No. \_\_\_\_\_ Dated: \_\_\_\_\_

Model of Bus \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Place of Final Inspection: \_\_\_\_\_

Chassis No. \_\_\_\_\_

Engine No. \_\_\_\_\_

Type of Bus: \_\_\_\_\_

Date of receipt \_\_\_\_\_

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

By the Costing Section) to be made from M/s \_\_\_\_\_

against the following defect/deficiencies Carried out jointly with M/s

\_\_\_\_\_

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

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

Inspected by \_\_\_\_\_

**SIGNED, SEALED AND DELIVERD**

**Singed on behalf of Contractor/**

**On behalf of Department**

**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 6 NOS. FULLY BUILT-UP SINGLE AXLE DIESEL BS-IV INTEGRAL SUPER LUXURY COACHES (VOLVO/SCANIA/MERCEDES-BENZ) BUSES FOR INTER CITY OPERATIONS ON KILOMETER BASIS HAVING MINIMUM SEATING CAPACITY OF 41 PASSENGERS FOR A PERIOD OF 5 YEARS EXTENDABLE BY ONE YEAR.**

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 6 nos Fully built up buses single axle Diesel BS-IV Integral Super Luxury coaches for Intercity Operations on Kilometere basis for 5 years extendable by one year” (“Contract”)** \_\_\_\_\_ 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 1<sup>st</sup> 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)

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

## 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.30.00 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 of Rs 5000/- by way of Account Payee Demand Draft in favour of <b>Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh</b> 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 30,00,000/-(Rs Thirty Lacs only) by way of Account Payee Demand Draft or Bank Guarantee in favour of <b>Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh</b> 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 of buses being plied.	
9.	Purchase orders(Contracts) and performance certificates for supply/plying of buses in single or multiple order to any STU.	
10.	Documentary proof in respect of Consortium	
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. 3 crores for preceding 3 financial years and supported with audited Balance Sheets and Income Tax returns for the relevant financial years.	
14.	Net worth of more than Rs. 2 crore to be certified by the Chartered Accountant in practice or Company Secretary in practice.	
15.	Attested copy of valid Income Tax Clearance Certificate for last three years issued by the competent authority in r/o bidder.	
16.	Any other relevant information.	

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_  
Full Name of the Tenderer \_\_\_\_\_  
Address \_\_\_\_\_