

**OFFICE OF THE DIVISIONAL MANAGER CTU & DIRECTOR TRANSPORT, U.T,
CHANDIGARH.
(PLOT NO.701 INDUSTRIAL AREA PHASE –I, Chandigarh.)
No. SPA/CTU/WB Project/2018/10295
Dated : 12.10.2018**

e-TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-Tender from bus Manufacturers/Fabricators for Fabrication of 1 no. body of Recovery Van on DIESEL BS-IV CABIN CHASSIS (TATA MODEL LPT 1613 4X2) HAVING 4225 MM WHEEL BASE. The detail of pre-qualification criteria, detailed terms and conditions of the e-tender/RFP can be downloaded from the website of Chandigarh Administration i.e. chdctu.gov.in or <http://etenders.chd.nic.in/>. The prospective bidders can approach the Nodal Officer, e-tendering, CTU, Chandigarh on any working day between 9.00 am to 5.00 am in case of any query/clarification regarding e-tendering process (Phone No.0172-2679003) or mail at ctu-chd@nic.in.

The important date for submission of e-tender is as under:-

1. Last Date and Time for receipt of physical EMD,
Submission & uploading of bid
on <http://etenders.chd.nic.in> : **05-11-2018 upto 2.00 P.M.**
2. Date and time of opening of Technical
Bid at CTU office : **05-11-2018 at 3.00 P.M.**
3. Earnest Money Deposit (EMD): Rs.50,000/- (Rs. Fifty thousand only)
4. Date of Pre-Bid meeting : **29-10-2018 at 11.30 a.m.** in the
office room of General Manager-I, CTU,
Plot No. 701, Industrial Area, Phase I,
Chandigarh.

The undersigned reserves every right to (a) cancel/withdraw/amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any tender without assigning any reason.

-sd/-
General Manager-I
For Divisional Manager CTU &
Director Transport,
U.T., Chandigarh.



CHANDIGARH TRANSPORT UNDERTAKING

O/o Director Transport UT, Chandigarh,
Plot No. 701, Industrial Area Phase-1, Chandigarh.

**REQUEST FOR PROPOSAL FOR FABRICATION OF 1 NO.
BODY OF RECOVERY VAN ON DIESEL BS-IV CABIN
CHASSIS (TATA MODEL LPT 1613 4X2) HAVING 4225
MM WHEEL BASE**

12th OCT, 2018

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

CHANDIGARH TRANSPORT UNDERTAKING

O/o Director Transport UT, Chandigarh, Plot No. 701, Industrial Area Phase-1, Chandigarh

Tel No: 0172-2679002

E-mail: ctu-chd@nic.in

**REQUEST FOR PROPOSAL FOR FABRICATION OF 1 NO.
BODY OF RECOVERY VAN ON DIESEL BS-IV CABIN
CHASSIS (TATA MODEL LPT 1613 4X2) HAVING 4225
MM WHEEL BASE**

E-PROCUREMENT SYSTEM**Time Schedule for the bids:**

Bid Reference	:	No.SPA/CTU/WB Project/2018/10295 Dated: 12-10-2018
Date of commencement of downloading of bid Document	:	16.10.2018
Pre-bid meeting	:	29.10.2018 at 11:30 am
Last date and time for bid submission/uploading of bid in e-procurement platform http://etenders.chd.nic.in	:	05.11.2018 Upto 02:00 pm
Date and time of opening of technical bids	:	The bids will be opened online by the Authorized Officers/Committee on 05.11.2018 at 03:00 PM
Date and time of opening of Financial Bids	:	Will be intimated to technically qualified Bidders
Place of opening of bids and address for Communication	:	Chandigarh Transport Undertaking O/o Director Transport UT, Chandigarh 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 for the Purchaser, 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, CTU** in the manner described under Instructions to Bidders Section II of Bid Documents on or before the stipulated date & time.

SECTION -1
DISCLAIMER

This RFP is being issued by Divisional Manager, CTU & Director Transport, Union Territory, Chandigarh for inviting E-tenders for **Fabrication of 1 no. body of Recovery Van on DIESEL BS-IV CABIN CHASSIS (TATA MODEL LPT 1613 4X2) HAVING 4225 MM WHEEL BASE**, (hereinafter called “recovery van”) on such terms and conditions and technical specifications as set out in this RFP document and as per latest ARAI/CMVR guidelines.

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

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

CONTENTS OF REQUEST FOR PROPOSAL (RFP) DOCUMENT

The RFP document comprises of the sections as listed below and would additionally include any Addenda issued before the due date of submission of the RFP.

Any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

S. No.	Particulars	Page No.
1	Section - 1 Disclaimer	3
2	Section -II Notice Inviting Tender	5
3	Section-III Instructions to Bidders (ITB)	6-14
4	Section-IV General Conditions of Contract (GCC)	15-22
5	Section-VI:- Technical Specs. Broad Technical Specification of Recovery Van	23-24
6	Section-V Schedule of Requirements (SOR)	25
7	Section-VII Bid Form, Annexure and other formats Annexure – 1 Performa of Standard Deviations Annexure– 2 Performa of Deviations from Technical Specifications Annexure – 3 Performa of Submission of Bid Annexure – 4 Format of Financial Bid Annexure – 5 Performa of Bid Security Annexure – 6 Performa of Contract Agreement Annexure – 7 Affidavit Performa Annexure – 8 Performa for Performance Statement Annexure - 9 Provisional Acceptance Certificate Annexure – 10 Final Acceptance Certificate Annexure- 11 Letter of Acceptance	26-39

SECTION- II NOTICE INVITING TENDER (NIT)-
CHANDIGARH TRANSPORT UNDERTAKING
(PLOT NO.701, INDUSTRIAL AREA, PHASE –I, CHANDIGARH)

E—TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-Tender from Manufacturers/Fabricators for Fabrication of 1 no. body of Recovery Van on DIESEL BS-IV CABIN CHASSIS (TATA MODEL LPT 1613 4X2) HAVING 4225 MM WHEEL BASE.

Eligibility Criteria(Documents to be attached):

1. The average annual turnover of the Bidder shall not be less than Rs 10 Lacs for each of the preceding 3 financial years i.e. 2015-16, 2016-17 & 2017-18.
2. The Bidder must be well established and must have minimum 3 years' experience in body fabrication and have fabricated at least 01 recovery vans in last three years ending on 31.03.2018.
3. The bidder has to submit design Type approval of the body as per certificate issued by ARAI or CIRT Pune.

Submission of Bids:

The tenders must be submitted online on or before 11.10.2018 time 14:00 hours. The technical bid will be opened on 11.10.2018 at 15:00 hours. The detailed pre-qualification criteria, detailed terms and conditions of the tender can be downloaded from the Chandigarh official website: <http://etenders.chd.nic.in>.

No tender shall be accepted in physical form. The Competent Authority reserves all rights to reject / accept the tender without assigning any reason. The bidders can approach the Nodal Officer, e-tendering, CTU-Chandigarh on any working day between 9:00 A.M to 5:00 P.M. in case any query / clarification regarding e-tendering process (Ph. No. 0172-2679003 Extn.216) or mail at ctu-chd@nic.in

-sd/-

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

SECTION III: INSTRUCTIONS TO BIDDERS (ITB)-

1. GENERAL

- 1.1 CTU (hereinafter referred to as the Purchaser), **invites Online tender** in Two Bid System Fabrication of 1 no. body of Recovery Van on DIESEL BS-IV CABIN CHASSIS (TATA MODEL LPT 1613 4X2) HAVING 4225 MM WHEEL BASE, by the bus manufacturer/body fabricator's conforming to Bharat Stage-IV standards, from established and reliable manufacturers having at least 3 years' experience in fabrication of recovery van ending on 31.03.2018.
- 1.2 Complete bid in the prescribed format should be submitted online on or before the time and date fixed for submission of bid. The Bid in physical form will not be entertained.
- 1.3 The bidders are required to offer their prices as per Price bid and should be submitted/uploaded on the prescribed format. Conditional offers / rates on any account will not be accepted in any case.
- 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):-

- 2.1.1 The Bidder must be well established and must have minimum 3 years' experience of fabrication of recovery van ending on 31.03.2018.
- 2.2.1 The bidder must have fabricated and supplied at least 01 recovery van in last 3 years ending on 31.03.2018.
- 2.3.1 The bidder has to submit design Type approval of the body as per certificate issued by ARAI or CIRT Pune, ICAT Gurugram.

Financial Qualification:-

- 2.4.1 The bidder shall have present net worth (on the last day of previous financial year) of not less than Rs 5 lacs.
- 2.5.1 The average annual turnover of the Bidder shall not be less than Rs.10 lacs for each of the preceding 3 financial years i.e. 2015-16, 2016-17 and 2017-18.

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

- 2.2 The pre-qualification of bidders shall be adjudged in respect of above points which are mandatory. In case of not meeting these points, the bidder is liable to be disqualified. These must be supported by relevant document which are mandatory.
- 2.3 In addition to the above, the Bidder, if required by the Purchaser, shall promptly furnish further information regarding his capacity / capability, and he should extend

all possible cooperation to the representatives of the Purchaser for assessing his capacity / capability during the actual visit to his works /office.

- 2.4 The technical experience and financial capabilities of any other Group Company, or holding company or subsidiary company of any Bidder shall not be considered for evaluation.
- 2.5 The information regarding infrastructure, plant and machinery, financial information submitted by the bidders will be evaluated by the Evaluation Committee with respect to the Terms and Conditions, Technical Specifications along with RFP. Inspection of the premises of the bidders can be carried out by the Committee constituted by Director Transport, Chandigarh Transport Undertaking to verify claims regarding documents submitted by the bidders.
- 2.6 The price bid of only those bidders will be opened/downloaded who will technically qualify for the Tender by the Evaluation Committee.

3. COST OF DOCUMENT

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

4. **PRE-BID CONFERENCE**

5.1 A pre-bid conference will be held on the date **29.10.2018 at 11.30 hours**, in the office of Divisional Manager, CTU & Director Transport, Plot No.701, Industrial Area, Phase-I, Union Territory, Chandigarh with the prospective bidders, for the purpose of holding technical & financial/ commercial discussions and providing clarifications by the Purchaser. The queries, if any, from the Bidders in respect of RFP document should reach the Purchaser before dated 27.09.2018 up to 16.00 hours from the date & time of the pre-bid conference. In the pre-bid conference, clarifications pertaining to technical, financial commercial and other issues regarding these recovery van including designs, parameters / standards and specifications that may be required by the prospective Bidders will be provided.

5.2 Any verbal suggestion / proposal of variations / deviations / additions in the RFP - document made during the pre -bid conference should also be given in writing to the Purchaser by dated **29.10.2018 up to 16.00 hours** to keep the same in record and reference without which Purchaser will not be liable to entertain the same.

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

5.4 After incorporating the amendments acceptable to the Purchaser, the RFP - Document shall be frozen by 27.09.2018 at 16.00 hours. The addendum to the RFP - Document may be downloaded from the website of the CTU.

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

6. **EXAMINATION OF RFP BY BIDDER**

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

7. **LANGUAGE OF BID:**

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

8. **COMPLIANCE WITH TECHNICAL SPECIFICATIONS:-**

8.1 The Recovery Van body required against this bid shall conform to the Technical Specifications of the RFP Document. Bidder has to clarify in the each parameter of the specifications about its product, whether the offered model / product is

meeting out the requisite specifications or not. If not meeting out the requisite specifications, the bidder has to indicate their specification of that parameter.

- 8.2 The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Rules 1989 (CMVR), the Chandigarh Motor Vehicle Rules, 1990 along with any and all amendments therein and all ARAI/AIS standards and Notifications issued by Ministry of Road and Transport and Highways and other statutory and legal requirements as applicable on the date of delivery.

9. VARIATIONS/ DEVIATIONS

- 9.1 The Bidder shall have to indicate the deviation, if any, from the 'Instructions to Bidders,' General Conditions of Contract' and 'Schedule of requirements' of the Bid Document in the prescribed Performa (**Annexure- 1**).
- 9.2 The Bidder shall also have to indicate the deviation, if any, from the "Technical Specifications of the RFP document (**Annexure- 2**).
- 9.3 The bids / offers not meeting out the prescribed specification, terms and conditions of RFP documents are liable for rejection. The decision of the Purchaser in this regard, shall be final and binding upon on the bidders.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

- 10.1 The bidders shall along with the bid provide satisfactory evidence acceptable to the Purchaser as given below in addition to that defined under Technical qualification criteria:
- a. Copy of Certificate of Incorporation.
 - b. The average annual turnover of the Bidder shall not be less than Rs.10 lacs for preceding 3 financial years i.e. 2015-16, 2016-17 & 2017-18.
 - c. The Bidder must be well established and must have minimum 3 years' experience of fabrication of recovery van and fabricated 3 recovery vans in last 3 years ending on 31.03.2018.
 - d. The bidder shall have present net worth (on the last day of previous financial year) of not less than Rs. 5 lacs.
 - e. All other documents as defined under Pre Qualification Criteria Section 2.0 above.
- 10.2 In addition to the above, the Bidder, if required by the Purchaser, shall promptly furnish further Information regarding his capacity/capability, and he would extend all cooperation to the representatives of the Purchaser for assessing his capacity /capability by actual visit to his works/office.

11. DOCUMENTS / ITEMS COMPRISING THE BID

- 11.1 The proposal shall be submitted by the Bidder online in two Bids viz. Technical Bid and Financial Bid.
- (i) Technical bid shall be uploaded in as per terms & conditions of RFP, Bid Security /EMD and all other documents as well as technical and commercial information required in accordance with the RFP document.
- (ii) Financial Bid shall consist of only Price Schedule and be uploaded only in the prescribed formats.

12. BID SECURITY / EARNEST MONEY DEPOSIT (EMD) –

- 12.1 The bidder shall furnish bid security (hereinafter also referred to as Earnest Money Deposit (EMD) of Rs 50,000/- (Rs. Fifty Thousand Only) with respect to bid for fabrication of recovery van as part of this bid. The bid security shall be sealed in a separate sealed envelope super scribed “**Earnest Money for fabrication of 01 nos. Recovery Van body**” for the bid due **on 05.11.2018 up to 14:00 hrs.** The Earnest Money Deposit (EMD) with validity period of at least 90 days beyond the opening of technical bid should be in the form of Bank Guarantee/Demand Draft/Fixed Deposit Receipt (FDR) payable in favour of Divisional Manager, CTU, & Director Transport, Union Territory, Chandigarh payable /en-cashable at Chandigarh of any Nationalized / Scheduled bank, operating in India. (Annexure 5).
- 12.2 Any Bid not accompanied with valid and required as per RFP Bid Security / EMD in the acceptable form will be liable to be rejected by the Purchaser considering it as non-responsive.
- 12.3 No interest will be payable by the Purchaser on the bid security.
- 12.4 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 Purchaser in this respect shall be final and binding.

13. DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDERS(S)

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

14. DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)

- 14.1 The bid security of the Successful Bidder(s) shall be discharged only after the Successful Bidder(s) furnishes the Contract Performance Security as required.
- 14.2 If the successful Bidder(s) fails to furnish the Contract Performance Security within the requisite period as specified in the ‘General Conditions of Contract’, then the bid Security shall be liable to be forfeited by the Purchaser, in addition to the above, any other punitive actions shall also be taken as per terms and conditions stipulated in the RFP Document.

15. PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS

- 15.1 Financial bid/proposal should be as per the format given in BOQ/Price bid. **(Annexure-4)**.
- 15.2 The price for the fabrication of Recovery Van should be quoted excluding any statutory levies/GST but including toll charges, freight charges, insurance charges or any other charges to and fro from Depot no.2.
- 15.3 The Bidders should quote their lowest possible prices. The price quoted shall be final and not subject to any upward variation except for the variation in statutory levies & duties.
- 15.4 The Bidders must conform to the delivery period as specified in General Conditions of Contract and Schedule of Requirements.

16. INSURANCE

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

17. BID VALIDITY

- 17.1 The bid shall remain valid and open for acceptance for a period of 90 days from the date of opening of technical bid.
- 17.2 In exceptional circumstances prior to expiry of the original bid validity period, the Purchaser may request the Bidder for extension in the period of validity. A Bidder may refuse the request without becoming liable for forfeiture of EMD. However this bid may be rejected by the Purchaser on such refusal. Moreover, the bidder agreeing to the request will not be permitted to modify his Bid.

18. FORMAT AND SIGNING OF BID

- 18.1 Each page of the bid/bids must be numbered at the right hand top corner and an authorized person should sign and put company's seal on each page of the bid documents.
- 18.2 The bid/bids shall contain no interlineations, or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the bid.
- 18.3 All prices and other information like discount etc. having a bearing on the Price shall be written both in figures and words in the prescribed Bid Form. In case of discrepancy, the price given in words shall be considered.

19. TWO BID SYSTEM

- 19.1 Bidders shall have to submit bid online only.

- (i) Technical bid shall consist of the Performa of submission of Bid with EMD, performance statement, technical details and all other documents as well as the technical and commercial information required in accordance with the RFP document. The documents to be provided in Technical bid are listed out at **Section-VII**, for reference.
- (ii) Financial Bid shall contain only the price schedule of the fabrication of the recovery van complete in all respects as per technical specifications and terms and conditions as mentioned in this of the RFP document.

20. MODIFICATION AND WITHDRAWAL OF BIDS

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

21. BID OPENING

The Technical Bids of all the Bidders will be opened/downloaded by the Purchaser at time, date and place indicated in the Bid Documents. In the event of the specified date of bid opening being declared holiday for the Purchaser, the bids shall be opened at the same time and location on the next working day.

22. CLARIFICATION OF BIDS

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

22.2 The Purchaser reserves the right to inspect / visit the premises of manufacturing/fabrication facilities of the Bidder to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of the bids. The Purchaser also reserves the right to visit the State Transport Authorities / Institutions where the bidder has supplied the similar type of recovery van to take feedback of the recovery van supplied. The feedback so obtained on visiting the manufacturer's facilities and operating Institutions will also play vital role in accepting / rejecting the technical bid of individual bidder. The decision of the Purchaser in this respect shall be final and binding on the bidder.

23. DETERMINATION OF RESPONSIVENESS:-

23.1 The Purchaser will determine whether each bid is responsive to the requirements of the bid documents.

23.2 A responsive bid is one which conforms to all the terms & conditions and specifications of the Bid Documents without any material deviation or reservation. The bidder shall have to clearly specify the deviation, if any in the formats given at Annexures- 1 & 2. "Deviation" may include exception s exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A material deviation or reservation is one which effects in any way the scope, quality,

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

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

24. EVALUATION AND COMPARISON OF BIDS

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

25. AWARD OF CONTRACT: AWARD CRITERIA

Subject to the above, the Purchaser will consider the Bidder whose Bid has been determined to be responsive, complete and in accordance with the RFP document and whose offer on evaluation as per Column no 4 of BoQ has been determined to be the lowest acceptable offer.

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

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

27. NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder through 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 Acceptance') shall have in

detail the sum which the Purchaser will pay to the Contractor. (Format of the Letter of Acceptance- **ANNEXURE -11**)

28. SIGNING AND ACCEPTANCE OF 'LETTER OF ACCEPTANCE'

- 28.1 Upon receipt of the 'Letter of Acceptance', the successful Bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorized signatory within 15 days from the date of receipt of Letter of Acceptance. However, the Contract shall be deemed to be concluded on the date of dispatch of the 'Letter of Acceptance' by the Purchaser.
- 28.2 Upon return of '**Letter of Acceptance**' from the successful Bidder, Contract in accordance with the form of agreement prescribed with the RFP Document, shall have to be signed by both the parties (**Annexure 6**) within next 15 days. The successful Bidder shall get the correct amount of Stamp Duty adjudicated in accordance with the applicable law, and submit the same in two copies duly stamped and executed within thirty days from the dispatch of 'letter of Acceptance'. The Purchaser will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder.
- 28.3 At the time of signing the Contract, the successful Bidder shall be required to give an undertaking in the form of Affidavit on Non-judicial Stamp Paper of appropriate value Notarized conformity with the requirement (**Annexure-7**).

29. PERFORMANCE SECURITY

Within 30 days of dispatch of the '**Letter of Acceptance**' from the Purchaser, the successful Bidder shall furnish to the Purchaser a Performance Security for an amount equivalent to 2% of the total Contract value which will be valid 60 days beyond the Warranty period or 2 years from the date of Final Acceptance.

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.

31. Warranty

There will be standard warranty for two years for the body fabricated by the successful bidder. During the warranty period if any defect is discovered on account of poor workmanship as well as material, such defects shall be attended by the successful bidder within stipulated period (i.e. 3 days from the date of notice) falling which actual expenditure incurred for repair of such recovery van body will be recovered from the performance security of the successful bidder and Purchaser will be at liberty to forfeit security deposit/performance security.

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

1. INTERPRETATIONS

In the contract, unless the context otherwise requires:

- 1.1 Words in the singular include the plural and vice-versa.
- 1.2 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company, or association, or body of individuals, whether incorporated or not.
- 1.3 The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.
- 1.4 Terms and expression not herein defined shall have the meanings assigned to them in the Indian sale of Goods Act,1930 (as amended)or the Indian Contract Act, 1872 (as amended) or the General Clauses Act,1897 (as amended) as the case may be.
- 1.5 Whenever Date & Period are specified in the RFP Document for completing some formalities/ tasks/ documentations etc. the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by the Purchaser, even if mentioned otherwise anywhere else.

2. PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

- 2.1 The parties to the contract are the Contractor and the Purchaser, as defined in RFP Document.
- 2.2 A person signing the bid or any other document in respect of the contract on behalf of the Contractor/Bidder without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor/Bidder to fulfill his obligations as mentioned in such bid or document. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the fabrication of recovery van at the risk and cost of such Bidder and hold such bidder liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such fabrication.
- 2.3 Any approval that may be given by the Purchaser or Inspecting Officer or Committee on behalf of Purchaser shall only be deemed to be the approval in principle. Notwithstanding such approval, the Contractor/Bidder shall be fully and totally responsible for the satisfactory performance and compliance with contract specifications.
- 2.4 In case of any inter-se conflict between any provisions / stipulations in the Bid document or in the Contract Document, the decision of the Purchaser for

interpretation /application would be final and binding.

- 2.5 The Contractor/Bidder shall be absolutely liable for the technical design and fabrication of the recovery van body as per the specifications and approved drawings by the Purchaser. The final drawings have to be got approved from the Director Transport, U.T. Chandigarh cum Divisional Manager, Chandigarh Transport Undertaking before fabricating the recovery van. It shall not be open to the Contractor/Bidder to contend at a later stage that a particular change / deviation in the technical parameters / drawings is not compatible with the overall design of the recovery van or affects performance. Any losses, whatsoever, which are occasioned on account of the design / technical failure of the recovery van, shall be borne by the Contractor/Bidder.
- 2.6 The Contractor/successful Bidder shall be absolutely liable the damage caused to the assemblies, electrical components, chassis and other components fitted by Chassis manufacturer (i.e. M/s Tata Motors) during the fabrication of the recovery van body, the entire liability to rectify, replace, shall be of the Contractor/Successful bidder. The Contractor shall ensure that recovery van is free from any such defect, damages before delivery.

3. CONTRACT

- 3.1 The contract shall be for Fabrication of recovery van of the description and specifications and in the quantities set forth in the contract.
- 3.2 The whole contract is to be executed in the approved, substantial and workman like manner, to the entire satisfaction of the Purchaser. Purchaser shall have full power, at every stage of progress, to inspect the fabrication of recovery van at any times as he may deem fit and to advise for rectifications, if any and even to reject any of the item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.

4. PERFORMANCE SECURITY

- 4.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a irrevocable Bank Guarantee in the Performa prescribed in the RFP document within 30 days from the date of dispatch of the '**Letter of Acceptance**' of the bid by the Purchaser, for an amount equivalent to 2% of the value of the contract in Indian Rupees.
- 4.2 In case of delay in submission of performance security the Purchaser shall, without prejudice to other remedies under the contract, levy/deduct penalty @ 0.5% of the total value of the contract (inclusive of duties & taxes) for delay of each week or part thereof.
- 4.3 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the

amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Contractor/Bidder in the fulfillment or performance in any manner whatsoever of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser.

- 4.4 The Bank Guarantee shall remain in full force and effect during the period of warranty of 2 years from the date of Final Acceptance of recovery van for satisfactory performance and fulfillment complete in all respects of the contract.

5. **LIQUIDATED DAMAGES**

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

- 5.2 @ 0.5% (Zero point five per cent) of the total value of the tender (inclusive of duties & taxes) which the Contractor has failed to deliver within the period fixed for delivery /commissioning for delay of each week or part thereof up to 4 (four) weeks of delay, and

- 5.3 @ 0.75%(zero point seventy five per cent) of the total value of the tender (inclusive of duties & taxes) which the Contractor has failed to deliver within the period fixed for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is between 4 (four) weeks and 8 (eight) weeks and

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

Example: In case delay period is 32 days, then pre-estimated Liquidated damages shall be worked @ 0.75% for 5 weeks.

- 5.5 The amount of pre estimated Liquidated damages to be charged under the contract, in terms or preceding sub clauses shall not exceed 5% of the total value of contract (inclusive of duties & taxes).

6. **TERMINATION FOR DEFAULT**

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

- a. If the Contractor/Bidder fails to perform any other obligation (s) under the contract.
- b. The firm / Bidder will liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009, Dated 27.02.2009 in the following types of situations:-

- i) Dishonest/fraudulent/sharp practices are indulged in by the party/ Bidder.
- ii) Advancing a claim on the basis of forged documents.
- iii) Sale or supply of spurious items and compromising public safety.
- iv) Material concealment/suppression of facts or gross misrepresentation of facts.
- v) Any other case or situation involving national security.

7. FORCE MAJEURE

- 7.1 For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.
- 7.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.
- 7.3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Contractor/Bidder for not performing his obligations under this clause/contract.
- 7.4 Any waiver/extension of time in respect of the delivery of any installment or commissioning of recovery van shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of recovery van or completing balance portion of work for setting indigenous production facilities for the recovery van.
- 7.5 If such inability on account of force majeure to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.
- 7.6 The Contractor/Bidder shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

8. **DELIVERY**

- 8.1 The Bidder has to build body of recovery van within 45 days of receipt of chassis. If the Contractor/Bidder fails to complete the supplies within contracted delivery period of 45 days, the Purchaser shall take actions as per Clause 5 of General Conditions of Contract.
- 8.2 The bidder on completion and approval of the recovery van shall be obliged to transport the vehicle to and from the Depot of Chandigarh Transport Undertaking along with the driver. The recovery van shall be delivered not later than the dates specified in the contract/purchase order otherwise penalties would be imposed as per penalty clause number 5 of RFP. The transit insurance toll charges to and from the Chandigarh Transport Undertaking will also to be arranged by the bidder.
- 8.3 Notwithstanding any inspection and approval by the Inspecting Officer, ownership of the recovery van shall not pass on to the Purchaser until the recovery van has been received at the destination i.e. at CTU- Workshop/Depot in Chandigarh. In case of accident, the bidder shall be fully responsible and liable for the payment of all type of compensation or damages or whatsoever and also liable for the damage of the recovery van and chassis and get it repaired. Transit Insurance to and from CTU is to be arranged by the successful bidder at no extra cost.
- 8.4 The Purchaser shall not be liable to render assistance to the Contractor/bidder in securing or in arranging or providing transport for the recovery van to be fabrication plant.
- 8.5 The Contractor/Bidder shall give call for pre-dispatch inspection of the recovery van before 3 days from the estimated date of dispatch, failing which Purchaser shall not be liable for delay in inspection and supply of recovery van.
- 8.6 The time allowed for and the date specified in the contract or as extended, for the delivery of the recovery van shall be the essence of the contract and delivery must be completed no later than the date (s) so specified or extended.
- 8.7 The Contractor/Bidder shall allow reasonable facilities and the free access to his works and records to the Inspecting Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the fabrication of recovery van under the contract.
- 8.8 A failure or delay by the Contractor/Bidder in the performance of his obligations for delivery and commissioning of recovery van, the Purchaser at his discretion may take any one or all of the following actions :
- a) Terminate the Contract for unsupplied quantity, and/or
 - b) Forfeit the Performance Guarantee: and/or
 - c) Effect purchases at the Bidder's risk and cost for the unsupplied quantity as per clause 9.2 herein after, and/or
 - d) Extend the delivery period for the unsupplied/non- commissioned quantity with imposition of pre estimated liquidated damages.

09. LAWS GOVERNING THE CONTRACT

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

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 binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by Union Territory, Chandigarh, 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman will be the Transport Secretary, Chandigarh Administration, Chandigarh. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

The place of arbitration shall be Chandigarh.

(c) Language

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

(d) Procedure

The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

(e) Enforcement of Award

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

(f) Fees and Expenses

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

(g) Performance during Arbitration

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

11 PRE-DELEIVERY CONDITIONS

Chandigarh Transport Undertaking shall hand over the chassis to the successful bidder after execution of the Agreement and completion of the following formalities:-

- a). The bidder agrees to receive the chassis at Chandigarh from any Depot for fabricating the recovery van body and arrange to transport the chassis with the driver to the manufacturing/fabrication premises at his own cost. The bidder shall ensure transit insurance to and fro depot.
- b). The successful bidder will get the insurance cover at his own cost for the entire period for which the chassis would be retained in his fabrication premises against theft, flood, fire, riots, accidents and or otherwise for the full cost. In case the chassis remains with the contractor at his factory after the expiry of the insurance period the contractor will be liable to get the insurance cover obtained prior to expiry of the said policy. The successful bidder shall be liable for any damage to chassis/recovery van if any and at the same time, bidder would be bear the cost for the same and is recoverable from the payment of bidder for any such damages.
- c). It shall be responsibility of the bidder to lift the chassis of recovery van from the depot of Chandigarh Transport Undertaking as per schedule given by this

undertaking. If the successful bidder fails to lift the chassis as per given schedule, penalty shall be imposed as given below:-

- From 1st to 7 days:- Rs 1000/ per day
 From 8th to 15 days:- Rs 2000/ per day
 From 16th to 30 days:- Rs 3500/ per day
 After 30 days:- Cancellation of Order and forfeiting of Performance Security.

12 INSPECTION OF RECOVERY VAN

- 12.1 Purchaser or representative authorized by the Purchaser shall carry out inspection of body of recovery van at Fabricator's manufacturing premises.
- 12.2 The Successful bidder shall make a written request to the Director Transport cum Divisional Manager, Chandigarh Transport Undertaking well in advance of 3 working days.
- 12.3 The inspection committee shall be at liberty to have access to the premises of the bidder and shall have authority to inspect and examine the material used and workmanship of the bodies as and when required.
- 12.4 Inspection of Recovery van at Destination Station: - On receipt of Recovery van at the place of delivery, these shall be jointly inspected by the successful bidder and the purchaser for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, if any, shall be noted and the successful bidder shall initiate immediate action for making good the same under advice from Purchaser within mutually agreed time period.

13 PAYMENT TERMS

- 13.1 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms & conditions of contract in the following manner
- a) Payment for 95% of the total price will be made within 1 week to the contractor on receipt of the recovery van by the purchaser.
- b) Balance payment 5% payment would be made within 1 week against 'Final Acceptance Certificate', subject to recoveries, if any.

14 DUTIES & TAXES

The GST will be paid as applicable at the time of invoicing.

SECTION V :- Technical Specs for fabrication of Recovery Van

Technical Specification for Fabrication of Recovery Van		
Sr. No.	Clause	Requirement
01	Specification for Recovery Van	<p>A. Fully built vehicle dimensions</p> <ul style="list-style-type: none"> ➤ Overall length: 7420 mm max ➤ Overall width: 2500 mm or above ➤ Overall height (un-laden): 3300 mm ➤ Boom length: 3380 mm or above ➤ Wire rope length: 90 meters ➤ Wire rope dia: 12/13 6×19 IWRC <p>B. Structure details</p> <ul style="list-style-type: none"> ➤ Sub frame long member: ISMC 125x65 mm ➤ Sub frame cross member: ISA 75x75x5 mm ➤ Floor/platform thickness & type: 5 mm Chequered. Sheet ➤ Boom structure: 90 dia x 6.3 mm thick ➤ Side stabilizers: outer 110x110x3.15 thick inner ➤ Rear stabilizers: outer 80x80x3.15 thick inner <p>C. Material specifications</p> <ul style="list-style-type: none"> ➤ Sub frame: shall be confirming to IS 808 ISMC ➤ Boom: shall be confirming to IS 4923 (MS pipe) ➤ Floor/platform: Fe 410W confirming to IS 2062-2006 ➤ Lifting hook capacity: 7 ton ➤ Breaking strength of wire rope: 9 Ton <p>D. Service Winch</p> <ul style="list-style-type: none"> ➤ Type of winch: Mechanical type with Ratio 1:312 after PTO ➤ Pulling capacity: min 5 Ton ➤ Pulling speed: 3 m/min at idling speed <p>Winch drive: gear and pinion and power supply by PTO with chain and sprocket</p> <ul style="list-style-type: none"> ➤ Gear box model: mechanical type with worm reduction gear ➤ Gear box ratio: reduction ratio 57:1 <p>E. Boom</p> <ul style="list-style-type: none"> ➤ Type: swing type double boom <p>Vertical swing: 75 deg</p> <ul style="list-style-type: none"> ➤ Horizontal swing: 180 deg <ul style="list-style-type: none"> ➤ Boom winch rope: wire dia 12 mm and rope length 16 meter ➤ Ratchet: manual type ratchet drum with dia 140 mm <p>F. Integration</p> <ul style="list-style-type: none"> ➤ Shall be mounted with chassis main frame using clint plates <p>G. Electrical</p> <ul style="list-style-type: none"> ➤ All electrical components shall be as per AIS 008 ➤ Rear marker, height marker lamps etc., shall be as per AIS 090. <p>H. Painting and Rust prevention.</p> <ul style="list-style-type: none"> ➤ Painting shall be made using polyurethane paints to protect against the corrosion. ➤ Grease shall be applied on all movable parts ➤ There shall be denitrol application on fasteners

02	Accessories Required	<p>The following accessories shall be supplied along with recovery van:-</p> <ul style="list-style-type: none"> ➤ Fully telescopic tow bar assembly – 1 no ➤ Swivelling search light with 15 m wire – 1 no ➤ wooden blocks: 8 nos ➤ Ground anchor: 1 no ➤ Spot lights: 2 nos ➤ Working light: 2 nos ➤ Snatch block: 2 nos ➤ Towing chain: 2 nos ➤ Towing bar fixed type: 1 no ➤ Crank handle – 2 nos ➤ Slipping clutch – 2 nos ➤ 5 ton capacity D shackles fitted on body ➤ All tools necessary to work with recovery van ➤ Any other accessory required for satisfactory operation of the recovery van.
03	Expected Life	<p>Minimum 8 years from date of supply</p>
04	Warranty	<p>Warranty of 2 years from the date of final acceptance complete in all respects.</p>

SECTION VI: SCHEDULE OF REQUIREMENTS (SOR)

Item No.	Description of Work	Tendered Quantity	Warranty Period	Period of Fabrication	Consignee	Earnest Money Deposit
1.	FABRICATION OF 1 NO. BODY OF RECOVERY VAN ON DIESEL BS-IV CABIN CHASSIS (TATA MODEL LPT 1613 4X2) HAVING 4225 MM WHEEL BASE	01 Nos.	Standard Warranty of Two years	45 Days	Divisional Manager, Chandigarh Transport Undertaking & Director Transport, U.T. Chandigarh	50,000.00 (Fifty Thousand Only)

NOTES:-

1. Bid shall be submitted online in two bids system and Bid shall be complete in all respects as specified in this RFP.
2. Attention of the bidders is invited to the Instructions to Bidders regarding deposit of earnest money/bid security. Any bid not accompanied with earnest money in one of the approved modes shall be summarily rejected.
3. Bidders shall quote the price as per RFP/BoQ document.
4. The bidders shall quote on the basis of "Instructions To Bidders", "General Conditions of Contract" and "Schedule of Requirements" given in the RFP document. The deviation in the commercial terms, if any, should be clearly brought out in the deviation statement.
5. The bidders shall quote as per the technical specifications complete in all respects. The deviations in the technical specifications, if any should be clearly brought out in the deviation statement.
6. In case, the last date of bid submission/opening falls on a gazetted holiday or the said date is subsequently declared a holiday after the date of publication of RFP/tender document, the last date for opening of the bids shall be the next working day at the appointed time.
7. Bids from traders, agents, brokers and middlemen will not be accepted.

SECTION VII BID FORM, ANNEXURES AND OTHER FORMATS

ANNEXURE- 1

PROFORMA FOR STATEMENT OF DEVIATIONS

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

Bid No. _____

Date of Opening:

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

CLAUSE DEVIATION REMARKS (including justification)

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

(Signatures and Seal of the Bidder)

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

ANNEXURE – 2**PROFORMA FOR STATEMENT OF DEVIATIONS (FROM
TECHNICAL SPECIFICATIONS)**

Bid No. _____

Date of Opening:

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

CLAUSE DEVIATION REMARKS (inclusive justification)

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

Signatures and Seal of the Bidder

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

ANNEXURE – 3

PROFORMA FOR SUBMISSION OF BID

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

Bid No. _____

Date of Opening:

To _____

1. Having examined the 'Instructions to Bidders' 'General Conditions of Contract', 'Technical Specifications', 'Schedule of Requirements' and the Proformas /Annexures for the above Bid, we the undersigned offer to fabricate and warrantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in Financial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in Format (indicated in the Technical Specifications).
2. We undertake, if our Bid is accepted, we shall commence the fabrication of Recovery van as per delivery schedule offered by us to complete the fabrication of the Recovery van as per the Delivery Schedules and to warrantee and satisfactory working of the recovery van/fulfill our obligations under the Warranty for the period as per RFP Document.
3. If our Bid is accepted we will furnish a Bank Guarantee for Performance as Security for the due performance of the Contract.
4. We have independently considered the amount shown in 'General Conditions of Contract' as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
5. We agree to abide by this Bid for a minimum period of 90 days from the date of Opening of technical bid 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.
7. This bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
9. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
10. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same.

Dated _____ day of _____ 2018

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

Address

Witness

Signature of Bidder

Name _____

Address _____

Occupation _____

ANNEXURE - 4

FORMAT FOR PRICE/ FINANCIAL BID FOR FABRICATION

Tender Inviting Authority				
Name of the work :- Tender for the Fabrication of 1 No. Body of Recovery Van on Diesel BS –IV Cabin Chassis (Tata Mode LPT 1613 4x2) having 4255 MM wheel base.				
Contact No.				
Name of the Bidder				
Detail of Price Bid				
Sr. No.	Description	Quantity	Unit Price	Total Price (In Rs)
1	2	3	4	5
01	Fabrication of Body of Recovery Van BS-IV (Excluding all taxes and Govt. levies)	One		

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 recovery van in accordance with the terms & conditions of the RFP. We agree to abide by all the terms & conditions of the tender if the contract is awarded to us.

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

Note:

- Bidders shall quote Unit Price exclusive of all taxes, charges complete in all respect which also include transportation charges and transit insurance to and fro from contractor Manufacturing/Fabrication Unit to destination CTU, workshop Chandigarh.

Signature of the Bidder

Annexure-5

PROFORMA FOR EARNEST MONEY/BID SECURITY

To

Bid No. _____

Date of Opening _____

1. The Bidder shall furnish separate Bid security (hereinafter also referred to as "Earnest Money Deposit" (EMD) of Rs. 50,000/- (Rupees. Fifty thousand only), For fabrication of the recovery van as part of his Bid. Each bid security shall be sealed in a separate sealed envelope super scribed "Earnest Money for fabrication of Recovery Van."

2. The Earnest Money Demand (EMD) with validity period of at least 45 days beyond the financial bids validity period should be in the form of " Account payee Demand Draft" or Bank Guarantee in favour of Divisional Manager, CTU, & Director Transport, Union Territory, Chandigarh payable / en-cashable at Chandigarh of any nationalized / Scheduled Commercial Bank, operating in India..

3. Detail of EMD submitted
4. Bank Name _____
5. Bank Guarantee detail (if any) _____
4. Any Bid not accompanied with valid Bid Security / EMD in the acceptable form will be liable to be rejected by the Purchaser considering it as non-responsive.
5. No interest will be payable by the Purchaser on the bid security in any case..
6. The Bid Security is liable to be forfeited if the Bidder withdraws amends, impairs, or derogates from the bid in any respect within the period of validity of its bid. The decision of Purchaser in this respect shall be final and binding.

**SIGNATURE OF _____ AUTHORIZED REPRESENTATIVE OF
THE BIDDER**

ANNEXURE-6
PROFORMA OF CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as well as all the terms and conditions of _____'s RFP no. _____ by & the Contractor's bid no. Dated shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - Instructions to Bidders :
 - General Conditions of Contract
 - Technical Specifications
 - Prices Schedules as submitted by Contractor/Bidder along with their Bid
 - Contractor Bid No..... dated _____
 - Letter of Acceptance bearing No. _____ dated and all terms and conditions of RFP/tender.
 - Amendments in the Contract, if any.
 - Other conditions agreed to any documented as listed below:
 - Bid's Commercial Terms
 - Time Schedule for execution of Contract agreed by Contractor
 - Warranty for the body for 2 years.
 - Any other conditions as applicable
3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the recovery van and services and guarantees the same to be in conformity in all respects with the provision of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of recovery van and services and guarantee of the same, the Contract Price at the times and in manner prescribed by the Contract.

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

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

SIGNED, SEALED AND DELIVERED

By the said

By the said

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

On behalf of the Purchaser

On behalf of the Contractor

In the presence of

Witness..... Witness

..... Name.....

NameAddress.....

Address.....

ANNEXURE -7**AFFIDAVIT PROFORMA**

I _____ S/o _____ R/o _____ do hereby solemnly affirm and declare as under:-

- That deponent has entered an agreement between _____ and M/s _____ for supply of _____ vide Letter of Acceptance No. _____ dt. _____
- That the deponent has not given any commission to any officer/official of the purchaser _____ government or any other agencies against with the procurement process or indulged in any other corrupt or fraudulent practice in securing the Contract.

DEPONENT

Verification:

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

Verified at _____ on this _____ day of _____ 2017.

DEPONENT

(Must be attested by Magistrate 1st class)

ANNEXURE-8

PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____

Date of Opening _____

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

- Details are to be furnished for the supplies made by the Bidder in previous Three years (ending on 31st March 2018) prior to the year in which the date of Opening of Bid falls.

S. No.	Supplies made to- (Full Address)	Contract No. & Date	Quantity of order-	Date Of Completion of Delivery (As per Contract)	Remarks indicating reasons for Late Delivery if any.	Are the Recovery van satisfactorily commissioned and giving trouble-free service Attach a Certificate from the Purchaser)

SIGNATURE AND SEAL OF THE BIDDER

ANNEXURE-9**Provisional Acceptance certificate**

Date of receipt _____

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

2) Shortage of Documents, if any:

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

(Authorized representatives of C.T.U)

ANNEXURE -10

Final Acceptance Certificate

Ref. No. _____ Dated: _____

Name of the Bus _____

Manufacturer/fabricator _____

Place of Final Inspection: _____

Chassis No. _____

Engine No. _____

Type of Bus: _____

Date of receipt _____

The above said fully built bus has been finally accepted subject to the recoveries 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 Recovery	of

Inspected by _____

SIGNED, SEALED AND DELIVERD

Singed on behalf of Contractor/

On behalf of Purchaser

Bidder

(i) Witness

(i) Witness

(ii) Witness

(ii) Witness

ANNEXURE -11**Format of Letter of Award****[To be issued by the Authority]**

To:

Date: _____

Kind Attention: _____

Subject:

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 **FABRICATION OF 1 NO. BODY OF RECOVERY VAN ON DIESEL BS-IV CABIN CHASSIS (TATA MODEL LPT 1613 4X2) HAVING 4225 MM WHEEL BASE**

No. ("Project") _____ dated _____, the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the Director Transport, UT, Chandigarh:

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

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

1. Countersign this Letter of Award at the place indicated below to indicate your acknowledgment of the award of the Project by the Director Transport, UT, Chandigarh to you and return it to the office of Director Transport, UT, Chandigarh within a period of [_____] days from the date of this letter;
2. Submit a bank guarantee in favour of " _____ " for an amount of Rs. [_____] Rupees _____ only) in the format specified in Annexure _____ annexed to the Contract, at the time of execution of the Contract on the date specified below.
3. You are required to send your duly authorized representative (with the proof of due authorization in the form of power of attorney or a Board Resolution) to execute the Contract (which shall be executed without any deviation from the Contract at [_____] am/pm] on [_____] at the office of Director Transport, UT, Chandigarh.

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

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

Acknowledged and Accepted by _____

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

Designation of the Authorized Person

Seal of the Company

Date:-