

CHANDIGARH CITY BUS SERVICES SOCIETY**CHANDIGARH**

“HIRING OF 40 NOS MIDI (9.0 MTRS) AIR CONDITIONING (WITHOUT HEATING SYSTEM) FULLY BUILT PURE ELECTRIC BUSES INCLUDING BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.”

Chandigarh City Bus Services Society,

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

Tel No: 0172-2679002 E-mail: directorctuchd@gmail.com

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 -1**DISCLAIMER**

This RFP is being issued by the CEO, Chandigarh City Bus Services Society, Chandigarh for inviting e-tenders for **“HIRING OF 40 NOS MIDI (9.0 MTRS) Air Conditioning (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.”** (herein after 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 City Bus Services Society 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 City Bus Services Society 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 City Bus Services Society 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 City Bus Services Society may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement information in this RFP document, as required from time to time.

SECTION- II NOTICE INVITING TENDER (NIT)-

**CHANDIGARH CITY BUS SERVICES SOCIETY
(PLOT NO.701, INDUSTRIAL AREA, PHASE –I, CHANDIGARH)**

E—TENDER NOTICE

E-Tenders (Online Tenders) are invited for **“HIRING OF 40 NOS MIDI (9.0 MTRS) Air Conditioning (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.”** on the terms and conditions and technical specifications as set out in the Tender documents which can be downloaded from the website <http://etenders.chd.nic.in> or <http://chdctu.gov.in/> The important dates with regard to uploading the tenders are as under:-

| | | |
|--|---|--|
| Bid Reference | : | DC(F&A)/CCBSSS/2019/174 Dated: 28.01.2020 |
| Date of commencement of downloading of bid document | : | 29.01.2020 |
| Last date for seeking clarification if any. | : | 13.02.2020 |
| Pre-bid meeting | : | 13.02.2020 |
| Last date and time for EMD and Bid processing fee in physical form and uploading of bid (Technical and Financial) in e- procurement platform http://etenders.chd.nic.in | : | 24.02.2020 |
| Date and time of opening of technical bids | : | The bids will be opened online by the Authorized Officers on |
| Date and time of opening of Financial Bids | : | Will be intimated to technically responsive bidders |
| Place of opening of bids and address for communication | : | Chandigarh City Bus Services Society O/o CEO,CCBSS, Plot No. 701, Industrial Area Phase-1, Chandigarh |
| In case of any query/clarification | : | The bidders can approach office of CEO,CCBSS, 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 directorctuchd@gmail.com |

No tender except EMD and Bid processing fee shall be accepted in physical form.

CEO Chandigarh City Bus Services Society Chandigarh 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 any reason.

Sd/-
CEO, CCBSS
Chandigarh

SECTION III; DEFINITIONS & ABBREVIATIONS

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

- 3.1. **“Aims and Objectives”** To motivate the public to prefer use of public transport as a means of travelling over personal transport by modernizing the fleet & operations and improve the quality and outlook of the buses, environmentally friendly buses so that they are comfortable, aesthetic, attractive as would be befitting a modern vibrant city.
- 3.2. **“Agreement”** means the document signed between the CEO, CCBSS, Union Territory, Chandigarh and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the agreement, with all terms and conditions of the contract.
- 3.3. **“Bid”** means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions, thereof including the Technical Bid/proposal and Financial Bid/proposal along with all other documents forming part and in support thereof.
- 3.4. **“Bidder”** means a proprietorship firm/partnership firm/joint venture/consortium or company incorporated in India who is manufacturer of buses or is supplier of buses and has submitted the bid for the hiring of 40 nos. electric buses (including procurement, operation and maintenance of buses including bus charging stations) as per the terms, conditions, and technical specifications of the RFP document).
- 3.5. **“Bid Security”** shall have the meaning prescribed to it in Instructions to Bidders.
- 3.6. **“Bid Process”** means the process of selection of the successful bidder through Competitive bidding and includes submission of bids, scrutiny and evaluation of such bids as set forth in the RFP.
- 3.7. **“Contract”** means and includes **“Letter of Bid Acceptance”, ‘ Notice Inviting Tender ‘, ‘Instructions to Bidders’, ‘General Conditions of Contract’, ‘Schedule of Requirements’, ‘Technical Specifications’, ‘ Price Schedule’, ‘Annexure’** an agreement, if executed.
- 3.8. **“Contractor”** means the successful bidder with whom the contract for the hiring of buses is placed and shall be deemed to include the Contractor’s successors (approved by the Society), representatives, heirs, executors and administrators, as the case may be, unless executed by the terms of the agreement/contract.
- 3.9. **“Deadline for Submission of Bids”** shall mean the last date and time for receipt of Bids as set-forth in the RFP or such other date/time as may be decided by Chandigarh City Bus Services Society, Chandigarh in its sole discretion and notified to the bidders by dissemination of requisite information in this behalf on the Website <http://etenders.chd.nic.in> and/or in writing either by email or by facsimile or by registered post or through advertisement in the newspaper
- 3.10. **“Delivery of Buses”** shall be deemed to take place only if the buses are delivered in accordance with the terms of the contract/agreement after approval by the Inspecting Officer/Committee setup by the CCBSS.
- 3.11. **“CEO, CCBSS”** means the Chief Executive Officer, Chandigarh City Bus Services Society, Union Territory, Chandigarh and its authorized successors representatives and assignees at all times.
- 3.12. **“Effective date”** of the agreement shall mean the date on which the ‘Letter of Bid Acceptance (LOBA) shall be dispatched by the Society.
- 3.13. **“CCBSS”** means the Chandigarh City Bus Services Society, Chandigarh as is relevant in the context.

- 3.14. **“Inspecting Officer”** means the person(s), firm(s) or organization nominated by the Society for the purpose of inspection of buses or works under the agreement and includes its / their authorized representative(s).
- 3.15. **“Inspection means”** final inspection of buses which will be carried out at Chandigarh or at any other places as desired by the Society before plying of buses en-route.
- 3.16. **“Letter of Bid Acceptance”** means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.
- 3.17. **“Society”** means Chandigarh Bus Services Society Chandigarh or its authorized representatives
- 3.18. **“Period”** shall mean the entire term of the agreement or Contract.
- 3.19. **“RFP” and / or RFP Document”** means this RFP document comprises the sections namely Disclaimer, Notice Inviting Tender (NIT), Definitions and Abbreviations, Instructions to Bidders (ITB), General Conditions of Contract (GCC), Schedule of Requirements (SOR), Technical Specifications, (TS), Price Schedule (PS), and Bid Forms, Annexure and other formats and any applicable schedules thereto added/modified before the freezing of the RFP.
- 3.20. **“Site”** means such place as may be specified at which any work is to be executed by the Contractor under the agreement or any other place approved by the Society for the purpose.
- 3.21. The terms **“Successful Bidder”** , **“Acceptable L1 Bidder”** , and / or **“Vendor”** shall mean the Bidder who qualifies the Technical bid/proposal stage and the Financial bid/Proposal stage of this **RFP** and to whom a Letter of Bid Acceptance is consequently issued by **“CEO, CCBSS”, Chandigarh.**
- 3.22. **“Works”** means all the works specified or set forth and required in and by the said ‘Technical Specifications’, ‘General Conditions of Contract’, and ‘Schedule of Requirements’, ‘Bid Forms, Annexure and other Formats’ annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instruction and drawings (being in conformity with the said original Specification (s), Drawing (s) and ‘Schedule of Requirements) and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby Contracted for, be supplied by the Society.
- 3.23. Any other term (s), not defined herein above but defined elsewhere in this RFP shall have the meanings(s) prescribed to such terms(s) therein and shall be deemed to have been included in this section.

SECTION IV: INSTRUCTIONS TO BIDDERS (ITB)-

4.1 GENERAL

4.1.1 CCBSS (hereinafter referred to also as the Society), invites Online tender in Two Bid System for hiring of buses as per “Schedule of Requirement” and “Technical specifications” of the bus conforming, from a proprietorship firm/partnership firm/joint venture/consortium or company incorporated in India who is manufacturer of buses or is supplier of buses and has submitted the bid for the hiring of 40 nos. electric buses including bus charging stations fulfilling the requirement as laid down in this RFP document.

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

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

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

4.2 ELIGIBILITY CRITERIA-

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

i) The bidder (in case of supplier) should have maintenance agreement / understanding with the vehicle manufacturer covering for the agreement period with CCBSS.

(ii) The bidder should be manufacturer of buses or in case of supplier, bidder should have supplied or owned at least 20 Electric/Diesel/CNG buses in past 5 years w.e.f. 31.03.2019.

iii) The bidder should have Type approval from ARAI/CIRT/ICAT Certification of the **Base Model**. Further, Type Approval Certificate for the model offered should be provided before inspection at the time of Prototype Inspection.

4.2.2 Financial Qualification:-

i) The bidder should have a minimum average annual turnover of Rs 25.00 Crores (Twenty Five Crores only) for last 3 years duly certified by the Chartered Accountant, for the financial years of 2016-17, 2017-18 and 2018-2019. 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. 16 (Sixteen) crores for the financial year 2018-2019, to be certified by the Chartered Accountant in practice or Company Secretary in practice based on audited financial statement.

4.2.3 Black Listing and Non-Performance:-

i) The bidder should have not been blacklisted from Central/UT/State Government/Organization/Boards/Corporation for corrupt or fraudulent or non-delivery or non-performance in last 3 years from date of calling/publishing of e-tender and in case of any dispute with any STU/corporation/Organization; the same should be attached along with technical bid. An Undertaking as per Annexure-11 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 -11 of this RFP document.

4.2.4 Consortium

- i) In case of consortium, there should not be more than three members including lead member.
- ii) There should be lead member who should have equal or more than 51% (Fifty One percent) 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. Other members of the consortium must have more than 5% (Five) share capital of consortium.
- iii) The lock-in period of consortium should be minimum 05 (Five) years. The consortium should be statutory body registered under Companies Act or Partnership Act once declared successful in bidding.
- iv) In case of a Joint Venture (JV)/Consortium, at least 40% (forty) of the turnover and net-worth criteria shall be met by the lead partner and each remaining partner shall meet at least 5%(Five) of the turnover and net-worth criteria.

None of the member of a given JV/Consortium can be a member of another JV/Consortium submitting the same bid otherwise all the bids comprising the same member shall stand disqualified.

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

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

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

4.3 COST OF DOCUMENT

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

4.4 COST OF BIDDING

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

4.5 PRE-BID CONFERENCE

4.5.1 A pre-bid conference will be held at Conference Hall, U.T. Guest House, Sector-6, Chandigarh with the prospective bidders at the stipulated date and time as given under clause no 4.6, for the purpose of holding technical & financial/ commercial discussions and providing clarifications by the Society. The queries, if any, from the Bidders in respect of RFP document should reach the Society before the stipulated date and time as given under clause no 4.6. In the pre- bid conference, clarifications pertaining to technical, financial commercial and other issues regarding these buses including designs, parameters / standards, charging Infrastructure and specifications that may be required by the prospective Bidders will be provided.

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

4.5.3 The Society 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 Society in this regard shall be final.

4.5.4 After incorporating the amendments acceptable to the Society, the addendum to the RFP – Document will be uploaded on website www.chdctu.gov.in or <https://etenders.chd.nic.in>.

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

4.6 IMPORTANT DATES

| | | |
|---|---|--|
| Date of commencement of downloading of bid document | : | 29.01.2020 |
| Last date for seeking clarification if any. | : | 13.02.2020 |
| Date of Pre-bid meeting | : | 13.02.2020 |
| Last date and time for bid submission/uploading of bid in e-procurement platform http://etenders.chd.nic.in and receipt of EMD and Bid processing Fee in Physical Form | : | 24.02.2020 |
| Date and time of opening of technical bids (TECHNICAL BID) | : | The bids will be opened online by the Authorized Officers on |
| Date and time of opening of Financial Bids | : | Will be intimated to technically responsive bidders |

4.7 EXAMINATION OF RFP BY BIDDER

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

4.8 LANGUAGE OF BID:

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

4.9 COMPLIANCE WITH TECHNICAL SPECIFICATIONS:-

4.9.1 The buses required against this bid shall conform to the Technical Specifications of the RFP Document. Bidder has to clarify in the each parameter of the specifications about its product, whether the offered model / product is meeting out the requisite specifications or not. If not meeting out the requisite specifications, the bidder has to indicate their specification of that parameter.

4.9.2 The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Act 1988 (MVA), the Central Motor Vehicle Rules 1989 (CMVR), the Chandigarh Motor Vehicle Rules, 1990, AIS-003(Gradeability),AIS-038 (Function safety requirements), AIS-039 (Electrical Energy Consumption), AIS-040(Range Test), AIS-041(Net power and Max 30 min Power Test),AIS-048(Safety requirements of Traction batteries),AIS-004 and AIS 049(EMC), AIS-052 Specifications(bus body), AIS-140(ITS), and along with any and all amendments therein, notification/orders made by Ministry of Road and Transport and Highways and other statutory and legal requirements as applicable on the date of delivery.

4.10. VARIATIONS/ DEVIATIONS

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

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

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

4.11 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

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

- a. Copy of Certificate of Incorporation of the firm/company/JV/Consortium.
- b. Documentary support in support of Para 4.2.1(i),(ii) and (iii) above.
- c. Audited Annual Reports to be attached for the annual turnover as per Eligibility criteria under para 4.2.2(i) above for the years 2016-17, 2017-18 and 2018-2019.
- d. The bidder has to attach CA certified copy in support para 4.2.2(ii) above.
- e. 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-'11'**)
- f. Documentary proof in support of para 4.2.4 above.
- h. Power of Attorney/Authorization in favor of person signing the document.
- i. Copies of PAN Card.
- j. The bidder shall also enclose a copy of this RFP document along with draft contract agreement duly signed as a token of acceptance of the terms and conditions of the tender and agreement.
- k. Any other information bidder wishes to furnish along with compliance sheet of Technical Specifications.

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

4.12 DOCUMENTS / ITEMS COMPRISING THE BID

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

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

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

4.13 BID SECURITY / EARNEST MONEY DEPOSIT (EMD) –

4.13.1 The Bidder shall deposit Bid security (hereinafter also referred to as Earnest Money Deposit” (EMD) of Rs. 30.00 (Rupees Thirty lakhs only), w.r.t. bid for hiring of 40 nos pure electric buses as part of his Bid. The bid security shall be sealed in an sealed envelope **super scribed “Earnest Money Deposit for Bid due on (as per date mentioned under clause 4.6) for Hiring of 40 nos pure electric buses and to be deposited physically before the due date and time of submission of bid. The Earnest Money Deposit (EMD) should have validity period of at least 180 days from the date of opening of technical bid in the form of “Account payee Demand Draft” or Bank Guarantee drawn in favour of CEO, CCBSS, Chandigarh payable/en-cashable at Chandigarh** of any nationalized / Scheduled / Commercial Bank, operating in India. (Annexure - ‘5’)

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

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

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

4.14 DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDERS(S)

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

4.15 DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)

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

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

4.16 PRICE BASIS

4.16.1 Financial bid/proposal should be uploaded online only.

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

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

4.17 INSURANCE

4.17.1 The successful bidder will get a comprehensive policy for whole of the contract period, covering all liabilities including liabilities arising out of riots, flood and earth quake etc. The original copy of Insurance shall be in the custody of successful bidder. The successful bidder will provide the copy of insurance policy to the CCBSS.

4.17.2 The renewal of the insurance shall be done every year one month in advance by the successful bidder and **copy of same be handed over to CCBSS.**

4.17.3 In case of any accident, the Successful bidder and Insurance Company would be solely responsible to contest the case at their cost and risk in MACT or any other relevant court of law. For all consequences and claims, if arising out of the accident by the MACT or other relevant court, the Successful bidder and the Insurance Company would be sole responsible to settle such claims. In case the Society 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 Society. 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 Society on such matters then the Society 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 CCBSS shall not be responsible for any such loss or recovery.

4.17.4 As the maintenance of bus as well as providing a trained driver are responsibility of Successful bidder, therefore any costs/claims to be realized are responsibility of Successful bidder. In case of accident/third party litigation (including MACT cases), General Manager, CCBSS, however, shall help in completion of formalities/legal paper work while primary responsibility in such cases shall remain with Successful bidder. A clause to this effect shall be made part of the contract.

4.18 BID VALIDITY

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

4.18.2 In exceptional circumstances prior to expiry of the original bid validity period, the Society 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 Society on such refusal. Moreover, the bidder agreeing to the request will not be permitted to modify his Bid.

4.19 FORMAT AND SIGNING OF BID

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

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

4.20 TWO BID SYSTEM

4.20.1 Bidders shall have to submit bid online only.

(i) Technical bid shall consist of the Performa of submission of Bid with EMD, Bid processing fee, Performance Statement, technical details and all other documents as well as the technical and commercial information required in accordance with the RFP document. The documents to be provided in Technical bid are listed out under Clause 4.11 (A to K) of ITB, for reference.

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

4.21 MODIFICATION AND WITHDRAWAL OF BIDS

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

4.22 BID OPENING

The committee constituted by the Society will open Technical Bids uploaded on e-procurement platform at the stipulated place, date and time as given under clause no 4.6 in the presence of the bidders or representatives who may wish to be present. The Bidders' representatives who are present shall produce authorization letter and shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared holiday for the Society, the bids shall be opened at the same time and location on the next working day.

4.23 CLARIFICATION OF BIDS

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

4.24 DETERMINATION OF RESPONSIVENESS:-

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

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

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

4.25 EVALUATION AND COMPARISON OF BIDS

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

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

4.26 AWARD OF CONTRACT: AWARD CRITERIA

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

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

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

4.28 NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity, the Society 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 Society will pay to the Contractor. (Format of the Letter of Bid Acceptance- **ANNEXURE –'10'**)

4.29 SIGNING AND ACCEPTANCE OF 'LETTER OF BID ACCEPTANCE'

| S. No. | Description | Time Period |
|--------|--|---|
| 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. |
| 2 | Submit performance security | Thirty days from the dispatch of ' letter of Bid Acceptance' but before signing of contract |
| 3 | Date of commencement of contract | Date of signing of contract i.e. within 15 days from the date of acceptance of bid or 30 days from the date of receipt of LOBA. |
| 4 | An undertaking in the form of Affidavit on Non-judicial Stamp Paper of appropriate value Notarized conformity with the requirement (Annexure-'7') | At the time of signing of Contract |
| 5 | Submission of Manpower and Operational Plan for the project | Before signing of Contract |

4.30 CORRUPT PRACTICES

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

SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

5.1 INTERPRETATIONS

In the contract, unless the context otherwise requires:

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

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

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

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

5.1.5 Wherever 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 Receipt of the communication through Email or Registered Post (whichever is earlier) by successful bidder** even if mentioned otherwise anywhere else.

5.2 PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

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

5.2.2 A person signing the bid or any other document in respect of the contract on behalf of the Contractor/Bidder without disclosing his authority to do so, shall be deemed to have

the authority to bind the Contractor/Bidder to 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 Society may, without prejudice to any other right or remedy of the Society, 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 Society for all costs and damages arising from the cancellation of the contract including any loss which the Society may sustain on account of such hiring.

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

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

5.2.5 The Contractor/Bidder shall be absolutely liable for “**Procurement, Operation, Maintenance of Midi Air Conditioning Fully built Pure Electric Buses including Bus Charging Stations**” of the buses as specified in this RFP and on prescribed routes by CCBSS. 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 penalty matrix will be invoked.

5.3 CONTRACT

(A)

A.1 The Society agrees to take “**HIRING OF 40 NOS MIDI (9.0 MTRS) Air Conditioning (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.**”, from the date of acceptance of the buses by the Committee.

A.2 Both the parties shall have to enter in to a formal agreement with regard to the contracted buses and all expenses related to this Agreement – like stamp paper fee applicable as per Government rules would be borne by the Successful bidder.

(B). BUS ITS SPECIFICATION & MAINTENANCE-

1. These buses shall be New Model 2019/2020 (Chassis & Body – further chassis should not be older than the 6 months from the date of delivery of fully built bus), with technical specifications attached at Annexure - 13.
2. The Successful bidder shall have to provide licensed software of ITS equipments onboard to integrate with command control centre of CCBSS as per requirement of CCBSS. In case of failure penalty as per Penalty clause will be imposed.
3. Procure and provide 40 nos. Midi (9.0 mtr) Electric Buses (along with driver) as per Technical Specifications at Schedule VII including appropriate and adequate Depot charging stations (depot chargers) along with charging Infrastructure from Transformer to bus charging stations. The Successful Bidder has to ensure fleet availability as 95% during each day at start of the shift. Operational plan is attached at Annexure-17.
4. The Buses provided by the Successful bidder shall remain in the administrative possession of the Society. The ownership and control of the buses shall be in the name of successful bidder. All the insurance and other documents will be in the name of successful bidder. However, he will submit the copy of the same to CCBSS well in advance.
5. All maintenance expenditure including consumables (except electricity and water charges), expenditure on account of Tyres, replacement of batteries, bus charging stations, spare parts, Suspension, Air Conditioning system 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.

6. 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, at their expenses. The authorized representative of the Society shall have a right to inspect the buses at any time.
7. The Successful bidder would be responsible to have a valid Insurance cover, valid fitness certificate 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 etc will be borne by the Successful bidder.
8. 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 Society will be at the liberty to cancel the agreement and forfeit the EMD/performance security.
9. During the period of the agreement the Successful bidder would not transfer or divert the bus.
10. The successful bidder has to provide all buses for 10 years and handover to the society after completion of contract.
11. The depot and maintenance space shall be provided by CCBSS at Depot No-3, Sector-25, Chandigarh or any other location (but at one location only) without any cost. All the desired equipments and machineries shall be installed by the Successful bidder at his own cost. Successful bidder will have to vacate the space immediately on completion of his contract. The depot can be inspected by contacting concerned Works Manager.
12. The Successful bidder can inspect the buses anytime without hampering the operation of CCBSS.
13. Power supply including transformer will be provided by the CCBSS. The Successful bidder has to procure, install and maintain bus charging stations along with **charging infrastructure and Civil Works** (if required) from transformer to the bus charging stations. **Further support required with respect to approvals from concern bodies will be provided by CCBSS.**
14. Ensure at its own cost and expense and keep available at all times, any and all equipment, spares, machines and/or materials that are required (excluding any equipment, consumables, etc. to be specifically provided by the Society in the terms of Annexure-12) for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of this Contract. It is clarified that all the costs in respect of such equipment, material and spares shall be solely borne by the Successful bidder.
15. Maintain Bus Depot and/ or Parking Space (if any) including maintenance of facilities, equipment, installations there at and ensure availability of skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safe-keeping of Buses.

16. The Successful bidder shall be responsible for employing any and all manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and as such the Successful bidder on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, labour, etc. For all intents and purposes under this Contract, the Successful bidder alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower, personnel, labour, etc. The Society shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Successful bidder and shall not have any liability or responsibility towards them. The Successful bidder shall keep the Society indemnified for all claims that may arise due to Successful bidder's non-compliance with any provisions of the aforesaid Acts. Sub-contracting may be allowed subject to condition that Successful Bidder will be responsible for all intents and purposes.

17. The successful bidder has to make Buses available for display of Advertisements and allow retrofitting if required by third party appointed by CCBSS. The successful bidder will have no claim in revenue generated through **advertisements, damage, if any due to advertisement, will be rectified or shall be paid by the third party.**

(C). DRIVER -

18. 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 Society. In case of non-wearing of uniform penalty as per penalty clauses will be imposed.

19. 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 Society. The driver should always possess a valid driving license under the Motor Vehicle Act – 1988.

20. The Successful bidder shall ensure that at all the time the Driver carries the requisite valid driving license, route permit(will be provided by CCBSS), valid 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 Society shall levy penalty as per penalty clauses on the Successful bidder.

21. 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 designated stop & specified places and shall get in / out entry of the bus recorded at places identified by the Society.

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

23. The Successful bidder at the time of appointing the driver must ensure that the driver so appointed is not the terminated driver of the Society or any other STU and shall also have to obtain a satisfactory character certificate of the driver from the Police Authority. The driver selected by the Successful bidder to drive the contracted buses shall have to undergo medical examination at the time of his first selection. The cost of such medical examination shall be borne by the Successful bidder. The Successful bidder shall provide all the said documents to the authorized representative of the Society.
24. The driver deputed by the Successful bidder would have to follow all the orders / directions, so issued by the Society 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 Society, on advice of the Society, the Successful bidder shall have to remove the driver from his roll. Such driver cannot be re-employed by the Successful bidder.
25. 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 Society would further have a right to direct Successful bidder to remove the driver from his roll along with imposing penalty as per penalty clauses or even keeping in view gravity of the case may consider cancelling the Agreement and forfeit the performance security.
26. It will be the sole responsibility of the Conductor appointed by the Society 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 Society. The Driver of the bus shall have no roll in collecting fare / money from the passenger.
27. The Successful bidder shall be fully 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 Society, 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 Society will be free to recover damages, losses caused and may also terminate the Contract.
28. 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 RESPONSIBILITIES-

30. The buses shall be plied on scheduled route as decided by the Society. The scheduled time of the bus can be changed under intimation to the Successful bidder and the Successful bidder shall have to follow such instructions. The Successful bidder during the period of the contract will not ply the bus on any other route without the written permission of the Society. However, opinion of the Successful Bidder will be considered.
31. The Society will operate the Bus for **minimum combined 7030 KM per day for contracted 40 buses at 95% fleet availability**. This condition would not apply in case of a, natural calamities, law and order situation, force majeure etc. In such cases the operation of the bus can be fully or partially stopped by the Society with immediate effect under intimation to the Successful bidder. No Payment would be made to the Successful bidder for such nonoperational period. However, if this non-operational period exceeds more than 3 days in a month, the Society shall have to pay liquidated damages @ 2000/- per bus per day (for the days over and above three days) to the Successful bidder.

32. The Successful bidder would be responsible to make its bus available before the schedule departure time at the schedule place / bus stand from which the bus is to be operated for passengers. In case of exceptional circumstances default in providing the bus before 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 Society, 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.
33. If during operation of the bus air conditioning unit fails then the Successful bidder, will be paid only @70% of the hiring rates to be paid in normal course. If from the starting station Air Conditioning unit 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.
34. In case of break-down of the bus en-route for any reason or discharging of battery en-route, the Successful bidder would be not be entitled to receive any payment. 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 risk and cost of the Successful bidder **(as there is no penalty proposed)**.
35. The Society, 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 Society 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. **However opinion of successful bidder will be considered.**
36. Except for sending the vehicle to the depot for maintenance, the Successful bidder without written permission of the Society will not use the contracted bus for any other purpose and if the bus is found to be put to unauthorized commercial use the Society will have the right either levy penalty as per penalty clauses or even terminate the agreement and forfeit performance security.
37. In an event of an accident involving one of the Buses, the Successful bidder shall co-ordinate with the relevant medical authorities, police, etc. to ensure timely medical help and treatment for the injured passengers and expeditious removal of the damaged Bus from the site of the accident.
38. Provide and maintain (and keep up to date) first aid box and fire extinguisher in each Bus during Operation Period.
39. Make arrangement to co-ordinate with the concerned for attending to road calls on-line, towing of Bus(es) under breakdown, if required, clearance of bus ways etc. without causing disruption of **traffic within a period of 03 hour from such break-down**. However, accommodating stranded passengers on the next available Bus or providing stand-by Buses to ferry passengers within a **period of 45 mins from such break-down**.
40. Ensure the air conditioning systems provided in the Buses are operated and maintained in good working condition as per operational procedures defined by the Society and the design capacity failing which the Society shall have the right to impose Penalty in relation thereof in terms of this Contract.

41. Be liable, at its cost, for compliance with all national, state and/ or local labour laws, etc. including compliance with the safety and welfare measures for labour in accordance with the Applicable Law and Good Industry Practice.

(F). LEAVE & PENALTIES ON ABSENT-

42. In Case of failure to provide replacement by another suitable bus except leave (without penalty), the Successful bidder would be liable to pay penalty as per penalty clauses.
43. If the Successful bidder fails to provide the contracted bus or its replacement continuously for the period of 15 days for operation from 95 % fleet to be available, the society shall by a notice inform the successful bidder of its intention to issue such Termination Notice and grant 30 (Thirty) days to the successful bidder to cure the default, if the bidder cures the defect to the satisfaction of the society then the termination notice stands withdrawn, if the bidder fails to cure the defect within 30 days then society may after the expiry of such 30 (Thirty) days, issue termination notice of 30 days and terminate the contract after the expiry of 30 days.

(G). TAXES & LEVIES-

44. 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, which would be payable by Society.
45. As per income Tax rules, the Society will deduct TDS, from the payment to be made to the Successful bidder.
46. GST on hiring charges, if applicable & paid by the successful bidder/contractor will be reimbursed by the Society on production of proof of payment after input tax credit.

(H). Inspection

47. The Successful bidder shall make available Buses to the Society or its authorised personnel for inspection as and when required/instructed by the Society for assessment of compliance with maintenance and fitness levels.
48. Upon such inspection(s), any suggestions, instruction(s) received from the Society with regard to any corrective actions, maintenance requirements, part replacement requirement, etc., required to be taken by the Successful bidder, shall be implemented by the Successful bidder at its own cost within [15 (fifteen)] days or within such reasonable time period as specified by the Society. In case of non-rectification of /non-action upon such suggestions/ instruction(s) within time period specified, the Society may replace or rectify such defect(s) at the risk and cost of the Successful bidder. In addition, the Society may impose Penalty and shall have the right to deduct such Penalty from the payment of the Successful bidder and/ or appropriate the same from the Performance Security of the Successful bidder.
49. If the Society at its sole discretion determines that such events are occurring on regular basis or are causing undue interference with the Bus Service and service level parameters, it may terminate this Contract for Successful bidder Event of Default.

5.4 PERFORMANCE SECURITY

5.4.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a Bank Guarantee in the Performa prescribed in the RFP document within 30 days from the date of dispatch of the '**Letter of Bid Acceptance**', for an amount equivalent to Rs. 80,00,000 (Rs Eighty Lacs only) in Indian Rupees valid till the expiry of contract period and extra 90 days(i.e. delivery period plus 10 years and 90 days).

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

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

5.4.4 The Society 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 Society or any part thereof to the satisfaction of the Society.

5.5 LIQUIDATED DAMAGES

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

5.6 TERMINATION FOR DEFAULT

5.6.1 The Society may, without prejudice to any other remedy for any breach of any terms /condition of the contract shall be entitled to terminate this Contract by issuing a Termination Notice to the successful bidder; provided that before issuing the Termination Notice, the Society shall by a notice inform the successful bidder of its intention to issue such Termination Notice and grant 30 (Thirty) days to the successful bidder to cure the default, if the bidder cures the defect to the satisfaction of the society then the termination notice stands withdrawn, if the bidder fails to cure the defect within 30 days then society may after the expiry of such 30 (Thirty) days, issue termination notice of 30 days and terminate the contract after the expiry of 30 days.

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 Society.

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 Society Notification No. 1927-F&PO (3)-2009 Dated 27.02.2009 in the following types of situations:-

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

5.7 FORCE MAJEURE

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

5.7.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions,

strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative. It will not be applicable if other buses of the society or CTU are in operation.

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

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

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

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

5.8 DELIVERY

5.8.1 If the Contractor fails to complete the supplies within contracted delivery period of 180 days as per below mentioned delivery schedule:-

(A) (i) Within 90 days= Prototype

(a) The Successful Bidder shall have to provide buses of latest model. Chassis manufactured should not be earlier than six months from the date of issue of LOA.

(b). The chassis shall be made available for inspection within two months from the date of LOA.

(ii) Within 135 days= Delivery of 19 Buses

(iii) Within 180 days= Delivery of 20 Buses.

(B). Procure, install, commission, operate and Maintain the charging infrastructure, one month before deployment of buses or five months from LOA whichever is earlier.

The Society shall take actions as per 5.5 of General Conditions of Contract and penalty clauses

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

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

5.8.4 The Contractor/Bidder shall get the proto-type of the bus approved from society thereafter give call for pre-dispatch inspection of the buses before ten days from the estimated date of dispatch, failing which Society shall not be liable for delay in inspection and supplies of buses. The inspection shall be carried out preferably at Chandigarh however, if Successful bidder has any problem to do the same in Chandigarh, CCBSS team may visit the given location by the Successful bidder.

5.8.5 The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery must be completed no later than the date (s) so specified or extended.

5.8.6 The Contractor/Bidder shall allow reasonable facilities and the free access to his works

and records to the Inspecting Officer or such other Officer as may be nominated by the Society for the purpose of ascertaining the progress of the deliveries under the contract.

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

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

5.8.8 If at any time during performance of the Contract, the Contractor/Bidder should encounter conditions beyond his control impeding timely delivery of the buses, the Contractor/Bidder shall promptly notify the Society 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 Society may evaluate the situation and may, at his discretion, extend the Contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. The extension so granted if any, shall not levy any penalty as specified in the aforesaid clauses. .

5.9 LAWS GOVERNING THE CONTRACT

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

5.10 SETTLEMENT OF DISPUTE AND ARBITRATION-

5.10.1 Amicable Resolution

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

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

5.10.2 Arbitration-

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by referenced to arbitration and such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 arbitrators. 1. Arbitrator is to be chosen by each party and the third, who shall be the chairman to be appointed by the 2 arbitrators chosen by the parties. 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) Enforcement of Award

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

(e) Fees and Expenses

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

(f) Performance during Arbitration

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

5.11 SECRECY

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

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

5.12 INSPECTION OF BUSES

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

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

5.13 REMOVAL OF REJECTED BUSES

On rejection of any bus, during the inspection or assessment of performance during testing and commissioning at a place other than the premises of the Contractor/Bidder, such buses shall be removed by the Contractor/Bidder at his own cost within two weeks from the date of intimation of such rejection.

5.14 PAYMENT TERMS

5.14.1 The Society would be liable to pay the Hiring charges on per K.M. basis to the Successful bidder on daily operated KM (Bus Kilometres) basis as per the rates indicated in the Financial Bid.

5.14.2 Bus Kilometre

- a. Bus Kilometre shall constitute:
 - i. Distance travelled by a Bus assigned on a particular Route.
 - ii. Distance travelled by a Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day;
 - iii. Distance travelled by a Bus from its last Bus Stop as per route allocation to the Bus Depot at the end of the day's service;

Distance travelled by a Bus without passengers which is outside the route allocated but approved by the society for meeting specific requirements

5.14.2 If the Buses operated under this Contract exceed the Annual Assured Bus Kilometres, then the fee payable for such additional kilometers in excess of the Annual Assured Bus Kilometres shall be calculated as follows: **Additional Kilometer Payment = 70% x Applicable Per KM Fee x Additional Bus Kilometers plied.**

5.14.3 For getting the fortnightly payment, the successful bidder shall submit the bills within 02 days after every fortnight. On receipt of the bill, the Society shall release 85% of payment of the bill submitted or average of last 03 fortnightly payments (whichever is lesser), within 07 days. The balance 15% shall be paid to the successful bidder subject to recoveries, if any, within 15 days positively. **In case of delay on account of CCBSS, the amount remaining shall be disbursed along with interest at the rate of RBI's bank rate plus two per cent for the period of delay on such amount.**

5.14.4 The Successful bidder shall compute and provide to the society, for every Payment Period, the total number of kilometres that a Bus has travelled for the period being reckoned for the purpose of raising invoice. Such calculation shall be made using ITS and in case of absence of ITS, then Bus Kilometres shall be the same as recorded average of previous 3 days. The Successful bidder shall be paid based on the Bus Kilometre logged and verified in this manner multiplied with the Per Kilometre Fee.

5.14.5 For getting the fortnightly payment, the successful bidder/contractor shall submit the bills within 2 days after every fortnight. On receipt of the bill the Society shall release payment to the successful bidder/contractor subject to recoveries, if any, within 7 days positively.

5.15 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 Society shall forfeit the appropriate EMD or Performance Security, as the case may be, payable to the Society for, inter alia, the time, cost and effort of the Society, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Society hereunder or otherwise.

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

- (i) Such bidder is already operating or operates (with the exception of operation in contract with other STUs) during the contract period, buses on the prescribed routes as fixed by the Society.
- (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 Society in the preparation of any documents, design or technical specifications of the Project.

5.16 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 Society 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 Society, Society 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.

5.17 Subsidy

Financial subsidy, if any given under FAME-II will be passed on to the CCBSS by the successful bidder. However, it will be successful bidders responsibility to qualify the criteria as per FAME-II scheme.

5.18 Disposal of Material

Batteries and spare parts should be disposed off. strictly as per Environment and Pollution Control Board regulations in force from time to time.

SECTION VI: SCHEDULE OF REQUIREMENTS (SOR)

| Item No. | Description of Work | Minimum Assured K.M. | Period of supply of Buses | Society | Earnest Money Deposit (EMD) |
|----------|---|---|--|------------------------|-----------------------------|
| 1. | “HIRING OF 40 NOS MIDI (9.0 MTRS) Air Conditioning (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING APPROPRIATE AND ADEQUATE BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.” | 2565950 (twenty five lacs sixty five thousand nine hundred and fifty Annually) | 90 days from the date of issue of Letter of Bid Acceptance | CEO, CCBSS, 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 out rightly 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”**.

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 40 NOS MIDI (9.0 MTRS) Air Conditioning (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS."** and guarantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in Financial Bid submitted separately. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are as per terms and conditions laid down in this RFP.
2. We undertake, if our Bid is accepted, we shall commence the supply of Buses as per delivery schedule offered by us to complete the Supply, Testing and Commissioning of the Buses as per the Delivery Schedules and to guarantee satisfactory operation of the buses/fulfill our obligations for the period as per RFP Document.
3. If our Bid is accepted we will furnish a Bank Guarantee for Performance as Security for the due performance of the Contract.
4. We have independently considered the amount shown in 'General Conditions of Contract' as pre-estimated liquidated damages, penalty clauses and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
5. We agree to abide by this Bid for a minimum period of 180 days from the date of technical bid opening and it shall be remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
6. We agree to Clause of 'General Conditions of Contract' regarding increase or decrease in number of buses ordered.
7. This bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
8. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
9. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same.

Dated _____ day of _____ 2019

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

| Tender Inviting Authority | | | | |
|--|---|-------------|---|--|
| Name of the work: "HIRING OF 40 NOS MIDI (9.0 MTRS) Air Conditioning (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS." | | | | |
| Contract No:- | | | | |
| Name of the bidder: | | | | |
| DETAIL OF PRICE BID | | | | |
| Sr. No (1) | Description (2) | Unit (3) | Rates to quoted by the bidder per K.M. basis (4) | |
| | "HIRING OF 40 NOS MIDI (9.0 MTRS) Air Conditioning (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING APPROPRIATE AND ADEQUATE BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS." | 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 40 nos electrical buses at the price quoted & agreed and to hold this offer open for acceptance for a period of 180 days from the date of opening of Technical 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 hiring of buses as part of his Bid. Bid Security shall be sealed in a separate sealed envelop super scribed "EMD" for Bid due (date and time to be mentioned as per clause 4.6 of ITB).
2. The EMD with prescribed validity period should be in the form of "Account payee Demand Draft" or Bank Guarantee in favour of CEO, CCBSS, 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 Society considering it as non-responsive.
5. No interest will be payable by the Society 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 Society in this respect shall be final and binding.

SIGNATURE OF _____AUTHORISED REPRESENTATIVE OF THE BIDDER

PROFORMA OF CONTRACT AGREEMENT

ANNEXURE-6

THIS CONTRACT AGREEMENT is made on the <Date> between _____ having principle place of business at _____, hereinafter called "the Society" 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 40 no's of New Electric buses to the Society, to enable the Society to run the buses for commercial purpose (for passengers travelling as stage carrier). As an acceptance Contractor has also deposited Performance Security of Rs 80.00 Lakhs with prescribed validity, vide Demand Draft No / Bank Guarantee No dated, of (Name of Bank) payable to the Society.

And whereas – the Society is willing to take 40 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 Society to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Society 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 Society 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 Society

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 Society _____ 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 _____ 2019.

DEPONENT

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

ANNEXURE-8**PENALTY CLAUSES**

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

| S.No. | Description | Penalty /Other Actions |
|-------|--|---|
| 1. | Shoddy work due to inferior quality of workmanship in cleaning of bus /Improper washing affecting the appearance of the bus/poor upkeep of upholstery. | Rs 500/- for each Incident |
| 2. | Non-wearing of uniform by driver | Rs 500/- per incident |
| 3. | Not holding Driving Licence at the time of driving of bus | Rs 500/- per incident |
| 4. | Non holding of Insurance cover. | Rs 1000/- per incident |
| 5. | Any driver other than authorized by the Society found to be driving the bus | Rs 5000/- per incident |
| 6. | Driver found taking intoxicated or under influence of intoxication before or during the course of driving. | Rs 20,000/- per incident |
| 7 | Terminated driver by Society or any other STU found driving the bus | Rs 10,000/- per incident |
| 8 | Driver deployed by successful bidder found involved in serious offence such as Narcotics/drugs etc | Rs 20,000/- per incident |
| 9 | Cancellation of complete schedule due to non-availability of the bus or failure to provide replacement | Rs 20,000/- per incident |
| 10 | Non working of Air-conditioning in bus by maintaining temperature of 24o c+ 1 degree. | Rs 10,000/- per incident |
| 11 | Unauthorized commercial use of bus. | Rs 1,00,000/- per incident |
| 12 | Delay in submission of performance security up to 45 days. | Rs 5,000 per day |
| 13 | In case of delay in supply of buses. | Rs 28,000 per week or part thereof for each bus(whose procurement is delayed) |
| 14 | Non Display of PIS Display or ITS equipment | Rs 1000/- per incident |
| 15 | Repeated breakdown of the buses for the similar defect (the breakdown occurring twice in a week for particular bus) | Rs 10,000/- |
| 16 | In case of bus arranged after 10 mins from schedule departure time | Rs 500 per bus per incident |

However, the total penalty amount per month is capped to 10% of the amount payable per month.

ANNEXURE -9

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 |
|--------|---------------------|-----------------------------|--------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Inspected by _____

SIGNED, SEALED AND DELIVERD
behalf of Society

Singed on behalf of Contractor/ On
Bidder

(i) Witness

(i) Witness

(ii) Witness

(ii) Witness

ANNEXURE -10

Format of Letter of Bid Acceptance

To:

[To be issued by the Society]

Date: _____

Kind Attention: _____

Subject: LETTER OF BID ACCEPTANCE FOR “HIRING OF 40 NOS MIDI (9.0 MTRS) Air Conditioning (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.”

Dear Sir,

This is to notify you, M/s _____ that your bid dated _____ submitted pursuant to Request for Proposal for Selection of a Contractor for **“HIRING OF 40 NOS MIDI(9.0 MTRS) AIR CONDITIONING (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS.”** (“Contract”) _____ dated __ the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the CEO, CCBSS, 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 CEO, CCBSS, UT, Chandigarh to you and return it to the office of CEO, CCBSS, 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 CEO, CCBSS, UT, Chandigarh.

CEO, CCBSS, UT, Chandigarh looks forward to working with you on this important Project.

CEO, CCBSS,
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 - 11

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

I, Sh. _____ S/o Sh. _____
working as _____ of the bidding firm, namely
M/s _____ hereby solemnly
affirm and declare:

1. I, the undersigned, is duly authorized 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/Consortium 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-12

Bus Depot Plant and Equipment

| Sr No. | Equipment | Investment by and ownership of equipment / facilities | Operations and Maintenance of equipment and facilities |
|----------|---|---|--|
| A | Major depot workshop items | | |
| 1. | Fully automatic two brushes bus washing machine with simultaneous chassis and wheel washing arrangement and complete with waste water treatment and recycling system. | Society | Society |
| 2. | Effluent Treatment Plant (ETP) | Society | Society |
| 3. | Heavy duty vacuum cleaner | Successful bidder | Successful bidder |
| 4. | Diesel generator set | Society | Society |
| 5. | Fire safety equipment set for bus charging stations and infrastructure from transformer to charging stations | Successful bidder | Successful bidder |
| 6. | Air compressor | Successful bidder | Successful bidder |
| 7. | Paint Machine complete with environment control, paint drying system, etc. | Successful bidder | Successful bidder |
| B | General Machinery | | |
| 8. | Lathe machine complete with general tools, jigs and fixtures | Society | Society |
| 9. | Radial drilling machine | Society | Society |
| 10. | Brake drum turning / re-boring machine | Society | Society |
| 11. | Hydraulic press | Society | Society |
| 12. | Brake efficiency assessment system | Society | Society |
| 13. | Wheel alignment | Society | Society |
| C | Brakes Lubrication | | |
| 14. | Grease pump (Air operated) | Successful bidder | Successful bidder |
| 15. | Hand held grease pump | Successful bidder | Successful bidder |
| D | Tyre system related items | | |
| 16. | Nitrogen tire inflation | Society | Society |
| 17. | Tire – wheel rim dismantling and assembling system / tyre changer | Society | Society |

| Sr No. | Equipment | Investment by and ownership of equipment / facilities | Operations and Maintenance of equipment and facilities |
|----------|--|---|--|
| 18. | Wheel balancing equipment | Society | Society |
| E | Electricals | | |
| 19. | Auto electrical test bench | Successful bidder | Successful bidder |
| 20. | AC gas charger with AC gas cylinders | Successful bidder | Successful bidder |
| 21. | Battery charger auto cut-off system | Successful bidder | Successful bidder |
| 22. | Battery tester | Successful bidder | Successful bidder |
| 23. | Multi-function tester | Successful bidder | Successful bidder |
| F | Material handling equipment / facilities | | |
| 24. | Hydraulic jack | Successful bidder | Successful bidder |
| 25. | Hydraulic pallet trolley | Successful bidder | Successful bidder |
| G | Metal joining / cutting forming / facilities | | |
| 26. | Power cutter | Successful bidder | Successful bidder |
| 27. | Pneumatic impact tools kit | Successful bidder | Successful bidder |
| 28. | Portable electric welding machine | Successful bidder | Successful bidder |
| 29. | Portable gas welding machine | Successful bidder | Successful bidder |
| 30. | Full set of hand tools, including torque wrench, measuring instruments, gauges, | Successful bidder | Successful bidder |
| 31. | Riveting tools, hand drills, riveting guns / equipment | Successful bidder | Successful bidder |
| 32. | Sheet metal / tubing / structural items cutting, forming facilities / equipment; plywood and upholstery cutting and fabrication facilities | Successful bidder | Successful bidder |
| H | Miscellaneous requirements | | |
| 33. | Work benches, bench vices. Hand drills, jigs and fixtures, clamping devices, | Successful bidder | Successful bidder |
| 34. | Complete set of workmen cup boards, rest room facilities, | Successful bidder | Successful bidder |
| 35. | All utilities- phones, fax, mobile phones, printers, etc. for workshop and other offices, | Successful bidder | Successful bidder |

| Sr No. | Equipment | Investment by and ownership of equipment / facilities | Operations and Maintenance of equipment and facilities |
|----------|--|---|--|
| 36. | Depot yard lighting - high mast type, boundary lights, etc. | Society | Society |
| I | Material storage, holding, accounting and disposal facilities | | |
| 37. | Storage facilities for: <ul style="list-style-type: none"> • new materials, spares, aggregates, tyres, oils and lubricants • repairable as above • scrapped and disposable items as above | Successful bidder | Successful bidder |
| 38. | Vehicles for transportation of materials, stores and spares | Successful bidder | Successful bidder |
| 39. | Desk tops and laptops, printers, related hard ware and software. | Successful bidder | Successful bidder |
| J | Control Centre and ITS / IT | | |
| 40. | Basic Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software excluding on board ITS Hardware and software. | Society | Society |
| 41. | Navigation based operational schedule monitoring system | Society | Society |
| K | Other ITS | | |
| 42. | Other equipment, facility, tools etc. if any required for O&M of Buses and for other facilities under its control | Successful bidder | Successful bidder |

Technical Specifications

| Technical Specifications | | | Complying Yes/No with Remarks if any |
|--------------------------|--|--|--|
| Sr. No. | Particulars | Requirement of CTU | |
| 1 | Vehicle Data | | |
| | Basic Model | As per OEM | |
| | Type / Description | Air Conditioned System | |
| | Range per Charge | 200 KMs | |
| | Floor Height (mm) | 650-900 mm | |
| 2 | Steering | | |
| | Type / Description | Hydraulic power steering or better. Driver seat controlled be manually adjustable or better | |
| 3 | Suspension | | |
| | Type / Description | Suspension System Front and Rear Front: Parabolic / Weweller suspension or better. Rear: Parabolic/Weweller suspension or better | |
| | Spring/Air Bellows | Front - 2 nos Rear - 2/4 nos | |
| | Shock Absorbers | Hydraulic double acting 2 at front & 2/4 at rear | |
| 4 | Brake | | |
| | Service Brake (Brief Description) | Dual circuit full air brakes. | |
| | Auto Slack Adjuster Fitted (Yes / No / Optional) | Auto Slack Adjuster | |
| | ABS Fitted (yes / no / optional) | Yes | |
| | Front (Disc / Drum) | Drum or better | |
| | Rear (Disc / Drum) | Drum or better | |
| | Parking Brake | Graduated hand controlled, spring actuated parking brakes acting on both rear wheels. | |
| 5 | Wheels and Tyres | | |
| | Tyre Type | Steel radial tube-less including spare tyre. | |
| 6 | Electrical System | | |
| | System Voltage (V) | 24 V | |
| | Battery Rating (Ah) | Electrical System Battery Rating (Ah) for auxiliaries as per OEM | |
| | Wiper Motor | Dual Speed | |
| 7 | Dimensions | | |
| | Wheel Base (mm) | As per OEM | |
| | Overall Width (mm) | 2600 (maximum) | |
| | Overall Length (mm) | 8900- 9500 | |
| | Overall Height (mm) | 3800(Maximum) | |
| 8 | Weights | | |
| | Maximum GVW kg | GVW upto 16600 Kg | |
| 9 | Seating | | |

| | | | |
|----------------|--|------------|--|
| | Seating Capacity | 26-32 | |
| Battery | | | |
| 10 | Description of the Traction Battery | | |
| 10.1 | Trade Name and Mark of the Battery | As per OEM | |
| 10.2 | Kind of Electro- Chemical Couple | As per OEM | |
| 10.3 | Nominal Voltage (V) | As per OEM | |
| 10.4 | Battery Energy (kWh) | As per OEM | |
| 10.2 | Provision of ventilation for battery Yes/No | As per OEM | |
| 10.3 | On-board indication of battery state of charge | As per OEM | |
| 10.3.1 | Details of indication when state of charge of the battery reaches a level when the manufacturer recommends re-charging. | As per OEM | |
| 10.3.1 .1 | Indication format. | As per OEM | |
| 10.4 | Battery mass (kg) | As per OEM | |
| 11 | Description of the Drive Train | As per OEM | |
| 11.1 | General | As per OEM | |
| 11.1.1 | Make | As per OEM | |
| 11.1.2 | Type | As per OEM | |
| 11.1.3 | Use : Mono motor / multi motors (number) | As per OEM | |
| 11.1.4 | Transmission arrangement parallel/ transaxial/ others to precise | As per OEM | |
| 11.2 | Traction Motor | As per OEM | |
| 11.2.1 | Make | As per OEM | |
| 11.2.2 | Working principle | As per OEM | |
| 11.2.2 .1 | Direct current/ alternating current/ number of phases | As per OEM | |
| 11.3 | Power controller | As per OEM | |
| 11.3.1 | Make | As per OEM | |
| 11.3.2 | Type | As per OEM | |
| 11.3.4 | Cooling system motor : liquid/ air controller : liquid/ air | As per OEM | |
| 11.4 | Liquid cooling equipment characteristics | As per OEM | |
| 11.4.1 | Nature of the liquid, circulating pumps, yes /no | As per OEM | |
| 11.5 | Insulating category: | As per OEM | |
| 11.5.1 | International protection (IP)-code: | As per OEM | |
| 12 | Charger | As per OEM | |
| 12.1 | Charger : on board / external | As per OEM | |
| 12.1.1 | Trademark, model, rating | As per OEM | |
| 12.2 | Description of the normal profile of charging system: | As per OEM | |
| 12.2.1 | Specification of mains | As per OEM | |

| | | | |
|-------------|---|--|--|
| 12.2.1 | mains: single phase / three phase: | As per OEM | |
| 12.2.2 | Nominal Voltage (V) and frequency (Hz) with tolerances: | As per OEM | |
| 12.3 | Recommended duration of a complete charge | As per OEM | |
| 12.4 | In case of on-board charger | As per OEM | |
| 12.4.1 | Continuous rating of charger socket (A) | As per OEM | |
| 13 | Electrical energy consumption of vehicle 0.9 KWh/-1.2 kwh/ km as per AIS-039 | Electrical Energy consumption of vehicle 0.9 kwh-1.2 kwh as per km allowed but CCBSS will bear electricity expenditure upto 0.9 kwh/km only rest will be passed to the Successful bidder. Further, in case it is less than 0.9 kwh/km. No benefit will be passed to Successful Bidder. | |
| | Bus Body Technical Specs | As per Bus Body Code AIS-052 | |
| 14 | Bus Gates/Doors | | |
| 14.1 | Entry exit gates with doors | | |
| a | Operating mechanism | Electro pneumatically controlled | |
| b | Maximum opening closing time in seconds per operation | 4 | |
| c | Positions of door controls | As per AIS 052 | |
| d | Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped | Mandatory | |
| 14.2 | Front service doors - near side: | | |
| a | Door aperture (without flaps) in mm | As per AIS 052 | |
| b | Clear door width (fully opened) in mm | As per AIS 052 | |
| c | Door height in mm | As per AIS 052 | |
| d | Positioning front service gate | Front door: Ahead of front Axle or in front overhang area. | |
| e | Number of gates minimum | As per AIS 052 | |
| 14.3 | Rear service doors (near side) where provided : | | |
| a | Door aperture (without flaps) in mm | As per AIS 052 | |
| b | Clear door width (fully opened) in mm | As per AIS 052 | |
| c | Door height in mm | As per AIS 052 | |
| d | Position of rear door with respect to centre liner of rear axle | Rear Door: Between the wheel base or behind Rear Axle. | |
| e | Number of gates | | |
| 14.4 | Maximum first step height (mm) from ground – unladen | As per AIS 052 | |
| a | Stepped type entry | Max 400mm | |
| b | No step level entry (maximum) | As per AIS 052 | |
| 14.5 | Maximum height (mm) of other steps | As per AIS 052 | |
| a | If door ahead of rear axle | | |
| b | If door behind of rear axle | | |
| C | Requirement of passenger with limited mobility | Location to be specified by applying sticker | |
| D | Priority seats- minimum 2 seats | To be allocated by affixing stickers | |
| E | Stop request- on every pillar | Required | |

| | | | |
|--------|---|---|--|
| F | Emergency door/exits or apertures (Numbers) | Behind driver door window to be declared as emergency window/As per AIS-052 | |
| | Dimensions in mm | As per AIS-052 | |
| G | Door closing requirements for bus movement | Bus could move only after door closing completed | |
| H | Power operated service door - construction & control system of a power operated service door be such that a Passenger is unlikely to be injured/ trapped between the doors while closing. | As per AIS 052 | |
| I | Door components | As per AIS 052 | |
| J | Door locks/locking systems/door retention | As per AIS 052 | |
| K | Door hinges | As per AIS 052 | |
| 15 | Bus Body: | As per AIS 052 | |
| 15.1 | Design type approval | As per AIS 052 | |
| 15.2 | As per Annexure-3 of UBS-II Specifications | As per AIS 052 | |
| 15.3 | Insulation | | |
| A | Roof structure/body | FR grade thermocoal to be provided or better insulation material. | |
| 15.5 | Floor type / materials etc | | |
| A | Type of floor | As per AIS 052 | |
| B | Floor surface material | 12 mm thick ply wood as per UBS-II | |
| C | Anti – skid material | 3 mm Silicon embeded vinyl | |
| 15.6 | Safety glasses and fittings: | | |
| a | Front windscreen (laminated) glass: | Single piece laminated | |
| | Size: | As per AIS 052 | |
| b | Rear windscreen:(wherever provided) | Toughned glass | |
| | Size: | As per AIS 052 | |
| c | Side windows: | As per AIS 052 | |
| d | Glass specifications | Toughned glass | |
| | Glass thickness: | As per AIS 052 | |
| e | Window & other glasses - material specifications, thickness etc | As per AIS 052 | |
| f | Safety glass | As per AIS 052 | |
| g | Rear view mirrors | As per CMVR | |
| 15.7 | Seating and gangway etc. | As per AIS 052 | |
| 15.7.1 | Passenger seating's for ordinary type-1 buses | As per AIS 052 | |
| a | Seat layout in the low floor area | As per AIS 052 | |
| b | Seat layout in the higher floor area | | |
| c | Seat area/seat space (minimum)per passenger (width*depth) mm | 400*350 | |
| d | Seat pitch - minimum in mm | As per AIS 052 /023 | |

| | | | |
|--------|---|---|--|
| e | Minimum backrest height-from floor to top of seat/headrest | As per AIS 052 /023 | |
| | Seat base height-distance from floor to horizontal front upper surface of seat cushion mm. | As per AIS 052 /023 | |
| | Seat back rest height in mm | As per AIS 052 /023 | |
| f | Torso angle (degrees) | As per AIS 052 /023 | |
| g | Seat materials | As per AIS 052 /023 | |
| h | Seat frame structure material where required: | As per AIS 052 /023 | |
| i | Free height over seating position in mm | As per AIS 052 /023 | |
| | Seat base height: | As per AIS 052 /023 | |
| j | Clearance space for seated Passenger facing partition mm | As per AIS 052 /023 | |
| k | Seat back/Pad material/ Thickness: | As per AIS 052 /023 | |
| | Type: | As per AIS 052 /023 | |
| | Upholstery: | As per AIS 052 /023 | |
| l | Area for seated passengers (sq. mm.): | As per AIS 052 /023 | |
| m | Area for standee passengers (sq. mm.): | As per AIS 052 /023 | |
| n | Number of seats | To be decided | |
| o | Number of standees (calculation As per AIS 052) | As per OEM/AIS-052 | |
| p | Seats side facing location | As per AIS 052 /023 | |
| q | Seat back rest | As per AIS 052 /023 | |
| r | Seat belts & their anchorage | As per AIS 052 /023 | |
| s | Performance & strength requirements of: | As per AIS 052 /023 | |
| T | Driver seat | As per AIS 052 /023 | |
| U | Passenger seats | As per AIS 052 /023 | |
| 15.7.2 | Gangway: | | |
| A | Minimum interior head room (centre line of gangway) in mm | As per AIS 052 | |
| B | Gangway width (mm) from gates to longitudinal space between rows of seats (access to service doors) | As per AIS 052 | |
| C | Gangway width (mm) in longitudinal space between rows of seats | As per AIS 052 | |
| D | Gangway width (mm) in longitudinal space between rows of seats (rear of rear edge of the rear door in RE bus) | As per AIS 052 | |
| E | Driver's working space | As per AIS 052 | |
| | Driver's seat | As per AIS 052 | |
| 16 | Electricals | | |
| 16.1 | Electrical cables: | As per IS/ISO: 6722:2006, BIS mark not available. | |
| B | Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts | Required | |
| C | Location of cables away from heat sources | Required | |

| | | | |
|-------|---|---|--|
| D | Type approval of circuit diagram as per standards related to electric equipments/wiring | Required | |
| E | Cable insulation with respect to heat | Required | |
| F | Battery cut - off switch (isolator switch): | 01 Nos. Battery cut - off switch (isolator switch) | |
| 16.4 | Wind screen wiper: | As per AIS 011 | |
| A | Wiper motor: | As per AIS 011 | |
| B | Wiper arm/blade: | As per AIS 011 | |
| 16.6 | Lighting - internal & external and illumination | Required | |
| 16.7 | Illumination requirements/performance of: | - | |
| A | Dash board tell tale lighting/control lighting | Required | |
| B | Cabin lighting - luminous flux of all lamps for cabin lighting | As per AIS-052 | |
| C | Passenger area lighting - luminous flux of all lamps for Passenger area lighting | As per AIS-053 | |
| 17 | ITS enabled bus | ITS Enabled Bus 4 nos. PIS Screens (One each at front, side and rear) and one in saloon area., GPS(AIS-140), SCN along with BDC.NVR with storage upto 07 days along with 4 nos. CCTV cameras (one for dashboard, one for reverse, 2 for saloon area), panic button (AIS-140) and The technical specifications of these ITS equipments be as per AIS-140 and e-tender floated by CCBSS for System Integrator of implementation of ITS and AIS-140. | |
| 18 | Safety related items: | | |
| 18.1 | Driver seat belt & anchorage duly type approved. | As per AIS 052 | |
| 18.2 | Passenger seat belt: | As per CMVR / AIS-052 | |
| | Number | Not Applicable | |
| | Driver/Passenger/Wheelchair seat belt anchorage | Required | |
| 18.3 | Fire extinguisher: | As per AIS 052 | |
| 18.4 | First aid box: | Required with Medicines | |
| 18.5 | Handrails minimum length* diameter* height above floor in mm | As per AIS 052 | |
| 18.6 | Handholds: | As per AIS 052 | |
| 18.7 | Stanchions: | As per AIS 052 | |
| 18.10 | Entrance/Exit Guard/Step well guard: | As per AIS 052 | |
| 18.11 | Emergency exit doors, warning devices etc: | As per AIS052 | |
| 18.12 | Front/rear door, step well lights, door open sign | Required | |
| 18.13 | Mirrors right/left side exterior/interior: | Required | |
| 18.14 | Towing device front /rear | Required | |

| | | | |
|-------|--|-------------------------------|--|
| 18.15 | Warning triangle | Required 2 nos at rear side | |
| 18.16 | Fog lighting | Required in front | |
| 18.17 | Bumpers - front and rear | As per OE design | |
| | Impact strength for bumpers | FRP | |
| 19 | Miscellaneous items/requirements | - | |
| 19.1 | Windows | - | |
| A | Type of window | Fixed | |
| B | Minimum height of window aperture (clear vision) ³ | As per AIS052 | |
| C | Minimum height of upper edge of window aperture from bus floor | As per AIS052 | |
| D | Minimum width of windows (clear vision zone) | As per AIS052 | |
| 20 | Additional requirements | Air Conditioning only | |
| 20.1 | Air circulations and ventilation in driver's area | Required | |
| 20.2 | Maximum noise levels inside the saloon (irrespective of fuel type/engine location)- test procedure as per AIS020 | 84 decibals | |
| 21 | Air conditioning system - test procedure for type approval | As per AIS-052 | |
| 21.1 | Specifications | | |
| 21.2 | Target results | a) $24 \pm 4^{\circ}\text{C}$ | |

ANNEXURE 14 – SCOPE OF PROJECT

The scope of the Contract (the “**Scope of the Project**”) shall mean and include, during the Contract Duration, the following:

- a. Provide Bus Service within the Bus Service Area by the Society;
- b. Operate the Buses in compliance with frequency and schedule specified by the society from time to time.
- c. Procure 40 nos. Midi (9.0 mtr) Electric Buses as per Technical Specifications at Annexure-13 including appropriate and adequate bus charging stations along with charging Infrastructure from Transformer to bus charging stations.
- d. Provide enough Drivers to man the Buses as per Fleet Procurement Schedule. Additional Drivers need to be provided to meet requirement of holidays, absence of drivers or for any other reasons;
- e. Operate and maintain Buses according to the Operation and Maintenance Standards as specified.
- f. Prepare the Buses for service including internal and external cleaning, daily repairs and technical inspection;
- g. Maintain Bus Depot and Parking Space(if any), if any, handed over for the purposes of rendering Bus Service in the Bus Service Area;
- h. Supply and maintain adequate spares as required for regular upkeep of Buses;
- i. Training of Drivers and other staff in all matters required under the Contract, and maintaining a staff-wise log of all training;
- j. Observe the highest standard of safety for the Buses, and the passengers during the operations and maintenance including the Successful bidder’s own staff;
- k. Maintain a detailed daily log of the performance of each Bus;
- l. Redress passenger complaints and issues;
- m. Procure all Applicable Permits, as required in conformity with Schedule III;
- n. Submit to Society, monthly reports in formats as required by the Society;
- o. Any other obligations hereinbefore provided in the contract.
- p. Make Buses available for display of Advertisements and allow retrofitting if required by third party appointed by CCBSS. The successful bidder will have no claim in revenue generated through advertisement, damage, if any due to advertisement, will be rectified or shall be paid by the third party.
- q. The Successful bidder shall at its own cost and expense bring any such consumables, moveable equipment, equipments, machinery etc, if required, for implementation of this project.
- r. The successful bidder will get the logo affixed on all buses as per requirement of society.

ANNEXURE- 15 OPERATIONS AND MAINTENANCE STANDARDS

1. Bus repair and maintenance generally calls for following activities amongst others at varying intervals / periodicity / Km operated by each bus, requirements varying with bus make, model, etc.:
 - a. Daily washing and cleaning of buses
 - b. Periodic inspections and rectifications as required.
 - c. Preventive Maintenance as prescribed by Bus Manufacturer in form of maintenance schedules at certain time intervals / Km plied- such maintenance generally varies with period / Km plied by various sub-systems of a Bus. As an example periodicity of some such maintenance schedules and main activities therein are illustrated as under:
 - (a) Daily maintenance – air pressure, air inflation, loose fasteners, fitments etc. – check, top up, tighten, as required
 - (b) Monthly / bi-monthly –All activities of earlier schedules and tyre condition necessary for corrective / preventive actions, Air conditioning equipments including cleaning of return air filters, etc.
 - (c) Quarterly – All activities of earlier schedules and brake system maintenance including but not limited to inspection, brake lining change / replacement, servicing of other brake system items, greasing etc.; vehicle electrical, lighting, alignment, Air Conditioning equipments etc.
 - (d) Six monthly –All activities of above schedules, and activities related to steering, axles, driving motors, tyres, drive line, etc.
 - (e) Yearly – All above activities and full checking / inspection of bus chassis, bus bodies and their fitments, and taking necessary corrective / preventive actions
 - (f) Bi-annual / annual –Certification of road worthiness of buses – Initial periodicity being after two years for up to certain age then annually.
 - (g) Replacement of in-use bus aggregates at about Mean Time Between Failures (MTBF) to prevent failures and consequent costs and inconvenience
 - (h) Replacement of batteries after completion of life cycle of battery.
 - (i) Maintenance of bus charging stations
 - d. Running repairs upon Driver complaints/ report etc.
 - e. Break down repairs on-site of Bus failures
 - f. Towing of failed Bus to a depot workshop and repairing the bus failures
 - g. Accidental vehicles' towing and or repairs
 - h. Preparation of buses for periodic roadworthiness certification which includes all types of denting / painting of bus bodies / bus body items and operational functionality of chassis items and the bus as a whole.
 - i. Bus body and related items repairs / replacements etc. on the basis of periodic inspections / crew reports / general presentation aspects / operational problems reported by commuters / any other stake holders, etc.
 - j. Major repairs /calibrations of bus aggregates.
 - k. Replacement of failed aggregates with new / serviceable ones,,
 - l. Removal, dismantling, repairing, assembling and re-fitment of tyres and rims to buses
 - m. Repair, replacement of electrical, electronic, ITS, lighting, etc. items, subsystems etc.
 - n. Removal, replacement of items failing due to operational wear and tear, such as brake lining, etc.

- o. Repair / replacement of seats, upholstery; cleaning, dusting and washing upholstery;
 - p. Denting / painting of buses as per requirement,
2. Electric Charging and Battery management
 3. Reconditioning of Bus aggregates such as axles, steering system, electrical system, etc.
 4. Retrieval of spare parts during / for above processes,
 5. Repair and re-treading of tyres / repair of tubes,
 6. Major accidental repair of buses including chassis, bus body and related items
 7. Acquisition, storage, inventory management, distribution, scrapping and disposal of spares / items / materials / vehicles etc.
 8. Any other activity related to operation and maintenance of buses.

Annexure-16
Chandigarh City Bus Services Society 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 “**CEO, CCBSS, 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 “**CEO, CCBSS, 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 person. | |
| 2. | Certificate of incorporation/registration of the bidder/consortium | |
| 3. | Bid processing Fee (Non-Refundable) of Rs 5000/- by way of Account Payee Demand Draft in favour of CEO, CCBSS , 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 CEO, CCBSS, Chandigarh payable at Chandigarh. (Annexure 5) | |
| 6. | Signed copies of the e-Tender documents/RFP confirming bidder accepting all the terms and conditions of the tender. | |
| 7. | An affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer/bidding firm. (Annexure 12) | |
| 8. | Copy of ARAI/ICAT/CIRT certificates of base model | |
| 9. | Supply of buses details or OEM certificate. | |
| 10. | Documentary proof in respect of Consortium/JV/Partnership | |
| 11. | Any deviation from the Instructions to Bidders, GCC and SoR (Annexure 1). | |
| 12. | Any deviation from the Technical specifications (Annexure 2,13) | |
| 13. | Statement to be certified by the Chartered Accountant in practice regarding minimum average annual turnover of Rs. 25 crores for preceding 3 financial years i.e. 2016-17, 2017-18 & 2018-2019 and supported with audited Balance Sheets and Income Tax returns for the relevant financial years. | |
| 14. | Net worth of more than Rs. 16 crores to be certified by the Chartered Accountant in practice or Company Secretary in practice for the financial year 2018-2019. | |
| 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 as defined in RFP. | |

Place: _____
Dated: _____

Signature of Tenderer _____
Full Name of the Tenderer _____
Address _____

TENTATIVE OPERATIONAL PLAN FOR ELECTRIC AC BUSES FOR 200 KMS

| Sr. No. | Route No. | Route Description | Route Length per Single Trip | Buses Planned | Running Time per Trip | Freq. | Trip Detail per bus | | Total Trip per bus | Per Bus KM Details | | Total covered KM/Per Bus | Dead Milage per bus | Total KM (Dead+covered) |
|---------|--------------|---|-------------------------------------|---------------|-----------------------|---------|---------------------|---|--------------------|--------------------|-----------------|--------------------------|---|-------------------------|
| | | | | | | | Full Trip | Partial Trip | | Full Trip KM | Partial Trip KM | | | |
| 1 | 2D Existing | PGI to IT Park via OPD, PEC, Sec-10/16, Sec-17/16, ISBT-17, Sec-17/18, Sec-8/18, Sec-7/19, Sec-26/27, G.Mkt., CTU W/Shop, R/Station, R/Crossing, Kalagram, H.Board, Mani Majra, Indira Colony, Kishangarh and vice versa. | 21.0 KM 0.6 KM 21.6 KM | 5 | 75 Min. | 30 Min. | 8 | 01 PGI to ISBT-43 | 9 | 172.8 | 11.1 | 183.9 | Depot-3 to PGI = 4 KM, ISBT-43 to Depot-3= 7 KM = 11 KM | 194.9 |
| 2* | 38A Existing | ISBT-17 to New Air Port via Sec-22/23, Sec-35/36, Sec-43/42, ISBT-43, YPS, Sohana, Sec-68/79, Sec-67/80, Sec-66/81, Sec-82, Airport Chowk and vice versa. | 21.1 KM | 4 | 70 Min. | 35 Min. | 8 | 02 ISBT-17 to Manimajra via R. station (Up/Down)= 20.4 KM | 10 | 168.8 | 20.4 | 189.2 | Depot-3 to ISBT-17= 5.5 KM ISBT-17 to Depot-3= 5.5 KM = 11 KM | 200.2 |
| 3* | 205 Existing | ISBT-43 to PGI via Sec-43/44, Sec-35/34, Aroma, Sec-22/17, Sec-16/17, Sec-16/10, PEC, OPD and vice versa. | 11.1 KM 0.6KM 11.7 KM | 9 | 45 Min. | 15 Min. | 16 | Nil | 16 | 187.2 | Nil | 187.2 | Depot-3 to PGI = 4 KM, PGI to Depot-3= 4 KM = 8 KM | 195.2 |
| 4 | 143 Existing | Dhanas to Old Airport(Behlana) via Sarangpur Barrier, Khuda Lahora, PGI, OPD, PEC, Sec-10/16, Sec-17/16, ISBT-17, Aroma, Sec-21 Mkt, Sec-20 Mkt, Sec-30 Mkt, Sec-29 Mkt, Elante Mall, Colony No.4, Hallo Majra, Airport Chowk and vice versa. | 21.3 KM | 5 | 75 Min. | 30 Min. | 8 | 02 Dhanas to ISBT-17 (11.8 KM) ISBT-17 to Dhanas (via OPD) 11.8 KM | 10 | 170.4 | 23.6 | 194 | Depot-3 to Dhanas= 2.2 KM, Dhanas to Depot 3= 2.2 KM= 4.4 KM | 198.4 |
| 5 | 15 New | ISBT-43 to Railway Station via Sec-43/44, Sec-35/34, Sec-21/34, Sec-20/33, Sec-32/30, Tribune Chowk, Paultry Farm, Colony No.4, CTU W/Shop and vice versa. | 12.1 KM | 6 | 45 Min. | 15 Min. | 15 | 01 Railway Station to ISBT-17 via 19 Mkt.-5.5 KM | 16 | 181.5 | 5.5 | 187 | Depot- 3 to ISBT-43=7 Km ISBT-17 to Depot-3= 5.5 KM = 12.5 KM | 199.5 |
| 6 | 6 New | PGI to Bhudda Singhpura via OPD, PEC, Sec-10/16, Sec-9/17 (KC),Sec-8/18, Sec-7/19, Sec-26/27, Grn. Mkt, Transport Chowk, 28 Petrol Pump, Centra Mall, tribune Chowk, Hallomajra, Airport Chowk, Zirakpur and Vice versa | 20.7 KM 0.6 KM 21.3 KM | 2 | 70 Min. | 70 Min. | 8 | 02 PGI to ISBT-43 - 11.1 KM, ISBT-43 to Sec-22/17- 5 KM | 10 | 170.4 | 16.1 | 186.5 | Depot- 3 to PGI-4 KM, ISBT-17 to Depot-3=5.5 KM 9.5 KM | 196 |
| 7 | 12 New | Sarangpur Barrier to Ramdarbar via Khuda Lahora, PGI, New OPD, PEC, Sec-10/16, Sec-17/16, ISBT-17, Aroma, 21 Mkt., 20 Mkt., Sec-30/20, Sec-32/33, Sec-46/45(Burail), 46 Mkt., 47 Mkt. and vice versa. | 20 KM | 7 | 70 Min. | 20 Min. | 9 | 01 Ramdarbar to ISBT-17 | 10 | 180 | 9.5 | 189.5 | Depot-3 to S.P. Barrier= 4.2 KM ISBT- 17 to Depot-3=5.5 KM = 9.7KM | 199.2 |

Total Bus

38

