

**CHANDIGARH TRANSPORT UNDERTAKING**

**CHANDIGARH**

**REQUEST FOR PROPOSAL FOR PURCHASE OF 60 NOS. FULLY BUILT-UP ORDINARY DIESEL BS-VI STAGE-II BUSES HAVING 5600-6200 MM WHEEL BASE FOR INTER CITY OPERATIONS WITH COMPREHENSIVE MAINTENANCE CONTRACT OF 10 YEARS**

**14.12.2023**

**Chandigarh Transport Undertaking,**  
Plot No. 701, Industrial Area Phase-1,  
Chandigarh  
Tel No: 0172-2990212  
E-mail: [ctu-chd@nic.in](mailto:ctu-chd@nic.in)

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

Tel No: 0172-2990212

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REQUEST FOR PROPOSAL FOR PURCHASE OF 60 NOS. FULLY BUILT-UP  
ORDINARY DIESEL BS-VI STAGE-II BUSES HAVING 5600-6200 MM WHEEL  
BASE FOR INTER CITY OPERATIONS WITH COMPREHENSIVE MAINTENANCE  
CONTRACT OF 10 YEARS

E-PROCUREMENT SYSTEM

**Time Schedule for the bids:**

Bid Reference	:	No.13436/Acctt(H)/CTU/2023 Dated: 14.12.2023
Date of commencement of downloading of bid document	:	15.12.2023
Last date and time for bid submission/uploading of bid in e-procurement platform <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a>	:	29.12.2023 upto 3:00 pm
Date and time of opening of technical bids	:	The bids will be opened online by the Authorized Officers on 29.12.2023 at 4:00 pm
Date and time of opening of Financial Bids	:	Will be intimated to technically responsive bidders
Place of opening of bids and address for communication	:	<b>Chandigarh Transport Undertaking</b> O/o Director Transport cum Divisional Manager, Plot No. 701, Industrial Area Phase-1, Chandigarh

**Note:**

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

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

**SECTION -1**  
**DISCLAIMER**

This RFP is being issued by the Director Transport, U.T- cum - Divisional Manager, CTU, Chandigarh for inviting tenders for **“PURCHASE OF 60 NOS. FULLY BUILT-UP ORDINARY DIESEL BS-VI STAGE-II BUSES HAVING 5600-6200 MM WHEEL BASE FOR INTER CITY OPERATIONS WITH COMPREHENSIVE MAINTENANCE CONTRACT OF 10 YEARS”** (hereinafter called “buses”) on such terms and conditions and technical specifications as set out in this RFP document and as per CMVR rules/ARAI/AIS-052 guidelines’.

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

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

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

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

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

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

**E—TENDER NOTICE**

Chandigarh Transport Undertaking (CTU) invites e-Tender from Manufacturers of complete Fully Built Diesel Buses for **“PURCHASE OF 60 NOS. FULLY BUILT-UP ORDINARY DIESEL BS-VI STAGE-II BUSES HAVING 5600-6200 MM WHEEL BASE FOR INTER CITY OPERATIONS WITH COMPREHENSIVE MAINTENANCE CONTRACT OF 10 YEARS”**

**Eligibility Criteria:**

1. The average annual turnover of the Bidder shall not be less than Rs.25 Crores for preceding three financial years i.e. 2020-21, 2021-22 and 2022-23.
2. The Bidder must be well established and must have minimum last 3 years' experience of manufacturing and supply of buses and supplied 100 Nos. fully built buses in last three years to any STU either in single or multiple orders ending on 31.03.2023.
3. The bidder shall have net worth (on the last day of financial year) i.e. on 31.03.2023 of not less than Rs.20 Crores.

**Submission of Bids:**

The tenders must be submitted online on or before 29.12.2023 upto 15:00 hours. The technical bid will be opened on 29.12.2023 at 16:00 hours. The detailed terms and conditions of the tender can be downloaded from the Chandigarh Administration official website: <http://etenders.chd.nic.in>.

No tender except EMD shall be accepted in physical form. The Divisional Manager, CTU- cum-Director Transport, Union Territory, Chandigarh reserves all rights to reject / accept the tender without assigning any reason. The bidders can approach the Nodal Officer, [e-tendering] CTU-Chandigarh on any working day between 9:00 A.M to 5:00 P.M. in case any query / clarification regarding e-tendering process (Ph. No. 0172-2990212).

-Sd-

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

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

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

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

14. **“Inspecting Officer”** means the person(s), firm(s) or organization nominated by the Purchaser for the purpose of inspection of buses or works under the agreement and includes its / their authorized representative(s).
15. **“Inspection means”** stage wise inspection of fully built buses which may be carried out at the Contractor’s manufacturing premises before dispatch to the Purchaser and **‘Provisional and final** inspection of buses can be carried out at Chandigarh or at any other places as desired by the Purchaser.
16. **“Letter of Bid Acceptance”** means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.
17. **“Manufacturing Premises”** means the manufacturing works/premises of the Contractor at which the buses shall be manufactured.
18. **“Material”** means anything used in the manufacture or fabrication of the buses.
19. **“Purchaser”** means Chandigarh Transport Undertaking Chandigarh or its authorized representatives
20. **“Period”** shall mean the entire term of the agreement or contract.
21. **“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.
22. **“Services”** means services ancillary to the supply of the buses such as Transportation and insurance etc.
23. **“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 Purchaser for the purpose.
24. The terms **“Successful Bidder”** , **“Acceptable L1 Bidder”** , and / or **“Vendor”** shall mean the Bidder who qualifies the Technical bid/proposal stage and the Financial bid/Proposal stage of this **RFP** and to whom a Letter of Bid Acceptance is consequently issued by **“Director Transport, UT-cum- Divisional Manager, CTU”, Chandigarh.**
25. **“Works”** means all the works specified or set forth and required in and by the said ‘Technical Specifications’, ‘General Conditions of Contract’, ‘Drawings’ and ‘Schedule of Requirements’, ‘Bid Forms, Annexure and other Formats’ annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instruction and drawings ( being in conformity with the said original Specification (s), Drawing (s) and ‘Schedule of Requirements) and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby Contracted for, be supplied by the Purchaser.
26. **“CMC”** means Comprehensive Maintenance Charges excluding Tyres, Tubes, Flaps, Batteries but including, and not limited, to all preventive maintenance service, Oil and coolant topping, spare parts, Consumables, labour, repair w.r.t engine, chassis, body etc. complete in each and every aspect thereof with respect to buses. It includes service at regular intervals and any manpower or spare parts required for maintenance and repair of buses complete in all respects. It also includes towing of buses breakdown en-route.
27. **“Manufacturer”** means who is involved in manufacturing and supply of chassis and assembly of bus parts and its aggregates and holding ARAI approval in the name of company
28. Any other term (s), not defined herein above but defined elsewhere in this RFP shall have the meanings(s) prescribed to such terms(s) therein and shall be deemed to have been included in this section.

## **SECTION IV: INSTRUCTIONS TO BIDDERS (ITB)-**

### **1. GENERAL**

1.1 CTU (hereinafter referred to as the Purchaser), **invites Online tender** in Two Bid System for buses (Design, Manufacture, Supply, Commissioning, Comprehensive Maintenance) as per "Schedule of Requirement" and 'Technical specifications from the bus manufacturer conforming to Bharat Stage- VI Stage-II standards, from established and reliable chassis manufacturers having at least 03 years' experience (last three years) in manufacturing of fully built buses and have supplied 100 nos. fully built buses during the last three years ending on 31.03.2023 to any STU either in single or multiple orders.

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

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

1.4 The bidders are required to offer only type of bus asked for. Further, the bidders are required to quote only one rate for the tendered quantity for type of bus. Bids of those bidders who quote more than one rate and / or offer more than one model shall be liable to be rejected. Conditional offers / rates on any account will not be accepted.

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

### **2. ELIGIBILITY CRITERIA-**

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

- i) The bidder must be well established chassis manufacturer and must have minimum 03 years' experience of manufacturing and supply of buses in last three years as on 31.03.2023.
- ii) The bidder must have supplied 100 nos. fully built buses during the last three years ending on 31.03.2023 to any STU either in single or multiple orders.
- iii) The bidder must have bus body manufacturing facilities and plant of appropriate size/capacity and accredited as per relevant AIS and IS Standards.

#### **Financial Qualification (Documentary proof to be attached):-**

- iv) The average annual turnover of the Bidder shall not be less than Rs. 25 Crores for preceding 03 financial years i.e. 2020-21, 2021-22 and 2022-23.
- v) The bidder shall have present net worth (on the last day of financial year) i.e. on 31.03.2023 of not less than Rs.20 crores.

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

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



2.3 The technical experience and financial capabilities of any other Group Company, or holding company or subsidiary company of any Bidder shall not be considered for evaluation.

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

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

### 4. **COST OF BIDDING**

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

### 5. **STANDS DELETED**

### 6. **EXAMINATION OF RFP BY BIDDER**

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

### 7. **LANGUAGE OF BID:**

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

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

8.1 The 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. **All the prospective bidders are requested to kindly go through the detailed technical specifications carefully.**

8.2 The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Act 1988 (MVA), the Central Motor Vehicle Rules 1989 (CMVR), the Chandigarh Motor Vehicle Rules, 1990, AIS-052 Specifications 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.

### 9. **VARIATIONS/ DEVIATIONS**

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

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

9.3 The bids / offers not meeting out the prescribed specification, terms and conditions of RFP documents are liable for rejection. The decision of the Purchaser in this regard, shall be final and binding.

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

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

- a. Copy of Certificate of Incorporation of the firm/company.
- b. Annual Audited Report to be attached for the annual turnover for preceding 03 financial years i.e. 2020-21, 2021-22 and 2022-23.
- c. The Bidder must be well established chassis manufacturer and must have minimum 03 years' experience (in last three years) of manufacturing and supply of buses. The bidder should also have supplied at least 100 fully built up buses to any STU either in single or multiple orders during last 03 years ending on 31.03.2023. The bidder has to attach Purchase Orders and Performance certificate in support of it.
- d. The bidder has to attach CA certified copy in support of net worth as mentioned under technical pre-qualification criteria.
- e. The bidder must have valid GST registration number/other registrations, if any, the documentary proof is required for the same.
- f. Affidavit duly Notarized that the firm has not been black listed as per prescribed format. (**Annexure-'12'**)
- g. Chassis Manufacturer Undertaking/Certificate.
- h. ARAI/ICAT/CIRT approval Certificate of bus manufacturing plant.

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

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

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

- (i) Technical bid shall be uploaded in as per terms & conditions of RFP, Bid Security / EMD and all other documents as well as technical and commercial information required in accordance with the RFP document.
- (ii) Financial Bid shall consist of only Price Schedule in the prescribed formats. (**Annexure – '4'**)

11.2 The Bidders may be required to provide a Power Point Presentation of the type of bus intended for supply to highlight the required / specified salient features of their product / model offered to the Purchaser.

11.3 Bidders can bid for the type of the bus mentioned in the "Schedule of Requirement". However, Bidders must bid for the entire quantity of the type of bus offered as mentioned in the "Schedule of Requirements". (**Section-VI**)

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

The Bidder shall furnish separate Bid security (hereinafter also referred to as Earnest Money Deposit" (EMD) of **Rs. 50.00 Lakh (Rupees: Fifty Lakh only)**, w.r.t. bid for Ordinary buses with Comprehensive Maintenance Contract as part of this Bid. The bid security shall be sealed in a separate sealed in an envelope **super scribed "Earnest Money Deposit" for Bid due on 29.12.2023 upto 15.00 hours for Ordinary Buses BS-VI Stage-II and to be deposited before the due date and time of submission of bid. The Earnest Money Deposit (EMD) with validity period of at least 180 days beyond the date of opening of technical bid should be in the form of Bank Guarantee/FDR drawn in favour of Director Transport, UT – cum-Divisional Manager, Chandigarh Transport Undertaking, Chandigarh payable/en-cashable at Chandigarh** of any nationalized / Scheduled / Commercial Bank, operating in India. (**Annexure - '5'**)

12.1 Any Bid not accompanied with valid and required Bid Security / EMD in the acceptable form will be liable to be rejected by the Purchaser considering it as non-responsive.

12.2 No interest will be payable by the Purchaser on the bid security.

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

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

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

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

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

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

### **15. PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS**

15.1 Financial bid/proposal should be as per the format. **(Annexure-'4')**.

15.2 The basic price for procurement of bus(CAPEX Cost) as per column no. 4 of BoQ should include complete transportation charges, toll charges, insurance charges, temporary registration charges or any other charges but excluding of GST.

15.3 The Comprehensive Maintenance Charges(OPEX Cost) should include all works defined under CMC clause and the rates should be quoted on annual basis per bus. The rates to be quoted excluding of GST.As on date the daily average km operation is approx. 450-500 KM per bus. It is further mentioned that the average KM operation considering all contracted 60 buses shall not be exceed 500 KMs per bus(@90% fleet availability).

15.4 The Bidders should quote their lowest possible prices. The price quoted shall be firm and not subject to any upward variation except for the variation in statutory levies & duties.

15.5 The Bidders must conform to the delivery period and Key Performance Indicators as specified in General Conditions of Contract and Schedule of Requirements.

### **16. INSURANCE**

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

### **17. BID VALIDITY**

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

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

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

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

- 18.2 The bid/bids shall contain no interlineations, or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the bid.
- 18.3 All prices and other information like discount etc. having a bearing on the Price shall be written both in figures and words in the prescribed Bid Form. In case of discrepancy, the price given in words shall be considered.

## **19. TWO BID SYSTEM**

- 19.1 Bidders shall have to submit bid online only.
- (i) Technical bid shall consist of the Performa of submission of Bid with EMD, Performance Statement, technical details and all other documents as well as the technical and commercial information required in accordance with the RFP document. The documents to be provided in Technical bid are listed out at **Section-VII**, for reference.
- (ii) Financial Bid shall contain only the price schedule of the bus in the prescribed format, as per **Annexure – ‘5’**, of the RFP document.

## **20. MODIFICATION AND WITHDRAWAL OF BIDS**

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

## **21. BID OPENING**

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

## **22. CLARIFICATION OF BIDS**

- 22.1 To assist in the examination, evaluation and comparison of Bids, the Purchaser may, if necessary, ask the Bidders individually for clarification of their bids, including break-up of prices.
- 22.2 The Purchaser reserves the right to inspect / visit the premises of manufacturing facilities of the Bidder to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of the bids. The Purchaser also reserves the right to visit the State Transport Authorities/ Institutions where the bidder has supplied the similar type of buses to take feedback of the buses supplied. The feedback so obtained on visiting the manufacturer's facilities and operating Institutions will also play vital role in accepting / rejecting the technical bid of individual bidder. The decision of the Purchaser in this respect shall be final and binding on the bidder.

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

- 23.1 The Purchaser will determine whether each bid is responsive to the requirements of the bid documents.
- 23.2 A responsive bid is one which conforms to all the terms & conditions and specifications of the Bid Documents without any material deviation or reservation. The bidder shall have to clearly specify the deviation, if any in the formats given at **Annexures- ‘1 & 2’**. "Deviation" may include 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.

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

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

24.1 The evaluation will not be made on the basic price of Ordinary Buses(CAPEX) and direct cost of CMC(OPEX) alone but based on the Net Present Value consisting CAPEX and OPEX cost. The Net Present Value will be calculated using NPV formula of CMC cost and will be added to the rates quoted for cost of bus thus arriving the Effective value of price bid which has been elaborated in Annexure "2". While calculating the NPV the discount rate will be taken as 7%.

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

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

24.4 The Purchaser shall evaluate and compare the price/financial bids of only those Bidders who have offered the prices complete in all respect as per the RFP document.

## **25. AWARD OF CONTRACT: AWARD CRITERIA**

The Contract will be awarded to the bidder in whose case the **effective value(i.e. Net Present Value) as 'Z'** as defined under clause "Evaluation and Comparison of Bids"(exclusive of GST) has been determined to be the lowest acceptable offer meeting all the terms and conditions laid out in the RFP.

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

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

## **27. NOTIFICATION OF AWARD**

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

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

28.1 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 the period specified in **GCC clause No. 26** from the date of issue of Letter of Bid Acceptance. However, the Contract shall be deemed to be commenced from the date of Letter of Award/Bid Acceptance.

28.2 Upon return of '**Letter of Bid Acceptance**' from the successful Bidder, Contract in accordance with the form of agreement prescribed with the RFP Document, shall have to be signed by both the parties (**Annexure – '6'**) within the period specified in the **GCC clause No.26** of RFP. The successful Bidder shall get the correct amount of Stamp Duty adjudicated in accordance with the applicable law, and submit the same in two copies duly stamped and executed within the period specified in the **GCC clause No.26** from the date of issue/dispatch of ' letter of Bid Acceptance'. The Purchaser will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder.

In addition to the above, the successful bidder shall be required to furnish performance security within the period specified in the **GCC clause No.26** from the date of issue/dispatch of the Letter of Bid Acceptance but before signing of contract agreement for the amount as may be indicated separately.

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

## 29. **CORRUPT PRACTICES**

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

## **SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. INTERPRETATIONS**

In the contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

2.5 The Contractor/Bidder shall be absolutely liable for the technical design and manufacture of the bus as per the design and final drawings approved by the Purchaser. It shall not be open to the Contractor/Bidder to contend at a later stage that a particular change / deviation in the technical parameters / drawings is not compatible with the overall design of the bus or affects performance. Any losses, whatsoever, which are occasioned on account of the design / technical failure of the bus, shall be borne by the Contractor/Bidder.

### **3. CONTRACT**

3.1 The contract shall be for supply (including testing, commissioning) and Comprehensive Maintenance of buses of the description, specifications and drawings and in the quantities set forth in the contract. The chassis used for fabrication of the fully built bus should be new (not manufactured before the six months from the date of delivery of the fully built bus) and bus body fabrication shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer and Purchaser and as per Bus Body Code AIS-052 and other relevant standards. The Comprehensive Maintenance work is also to be carried out as per Standard Industry practice/Service manual and to the complete satisfaction of CTU Committee to ensure that minimum 90% fleet is available at all times with valid fitness.

3.2 The whole contract is to be executed in the approved, substantial and workman like manner, to the entire satisfaction of the Purchaser. Purchaser shall have full power, at every stage of progress, to inspect the chassis / buses at any times as he may deem fit and to advise for rectifications, if any and even to reject any of the Bus / item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive. **(Annexure 6)**

### **4. PERFORMANCE SECURITY**

4.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a Bank Guarantee in the Performa prescribed in the RFP document within the period specified in **GCC clause No.26** from the date of issue of the '**Letter of Bid Acceptance**' of the bid by the Purchaser as follows:-

a). An amount equivalent to 3% of the total Contract value in Indian Rupees valid till 180 days beyond the completion of the CMC period/Contractual Obligations complete in all respects.

4.2 In case of delay in submission of performance security the Purchaser shall, without prejudice to other remedies under the contract, levy/deduct penalty @ 0.01% of the total value of the contract (inclusive of duties & taxes) 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 from the date of issue of letter of bid acceptance, the entire amount of EMD will stand forfeited and Letter of Bid Acceptance will stand cancelled.

4.3 In case of delay in delivery of buses the validity of the performance security will be proportionally increased to that of delay period.

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

### **5. LIQUIDATED DAMAGES WITH RESPECT TO PROCUREMENT OF BUSES**

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

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

5.3 @ 0.75%(zero point seventy five per cent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver within the period fixed for delivery for



delay of each week or part thereof on entire delay period if delay is between 4 (four) weeks and 8 (eight) weeks and

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

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

**5.5** The amount of pre estimated Liquidated damages to be charged under the contract with respect to CAPEX Cost, in terms or preceding sub clauses shall not exceed 10% of the total value of CAPEX cost of buses (inclusive of duties & taxes).

## **6. TERMINATION FOR DEFAULT**

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

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) specified in the contract, or any extension thereof granted by the Purchaser.

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

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

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

## **7. FORCE MAJEURE**

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

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

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

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

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

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

## **8. DELIVERY SCHEDULE OF BUSES.**

8.1 The delivery of 60 Nos. Ordinary buses including prototype bus is to be completed within the contracted delivery schedule of 165 days from the date of Issue of Letter of Bid Acceptance/Award as per following schedule:-

a).	Within first 60 days	:-	Prototype Bus.
b).	Within 95 days	:-	15 buses.
c).	Within 165 days	:-	44 buses

If the Contractor fails to complete the supplies within contracted delivery period as mentioned above, the Purchaser shall take actions as per Clause 5 of General Conditions of Contract.

8.2 The Contractor/Bidder shall, as may be required by the Purchaser, deliver at the place/places detailed in the contract, or purchase order, the quantities of the buses detailed therein. The buses shall be delivered not later than the dates specified in the contract/purchase order otherwise penalties would be imposed as per penalty clause number 5 of RFP.

8.3 The Contractor/Bidder shall get the model of the delivered bus registered in e-Vahan portal/State Transport Authority (STA), U.T., Chandigarh and shall the buses readiness for commissioning of buses within 15 days of Provisional Acceptance of buses at the purchaser end. If the Contractor fails to get readiness of commissioning of the buses during aforesaid period, the Purchaser shall take action as per **clause 8.10** of General Conditions of Contract.

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

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

8.6 The contract shall be severable contract; Successful bidder shall make supplies of the buses as per the delivery schedule indicated in the contract. Each and every installment of the buses shall be treated as separate contract. Failure to comply with delivery schedule shall attract pre-estimated liquidated damages, risk purchase & other provision of the contract.

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

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

8.9 The Contractor/Bidder shall allow reasonable facilities and the free access to his works and records to the Inspecting Officer or such other Officer as may be nominated by

the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

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

- a) Terminate the Contract for unsupplied quantity, and/or
- b) Forfeit the Performance Guarantee alongwith interest thereupon: and/or
- c) Effect purchases at the Bidder's risk and cost for the unsupplied quantity as per clause 9.2 herein after, and/or
- d) Extend the delivery period for the unsupplied/non-commissioned quantity with imposition of pre estimated liquidated damages.

8.11 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 Purchaser 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 Purchaser 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.

8.12 In case of exceptional circumstances, extension for time period in the delivery schedule of buses is required at later stage, the case will be referred to the Secretary Transport, Chandigarh Administration for consideration and settlement only on the satisfactory and justified reason of delay in delivery of buses. The decision of the Secretary Transport, Chandigarh Administration will be the final and abiding upon the purchaser and bidder.

## **9. OPTION CLAUSE**

9.1 The Purchaser reserves the right to increase the number of Buses ordered by him by 25% (Twenty Five percent) of the initially contracted numbers of Buses, (i.e. the number of buses ordered in the Letter of Bid acceptance) at any time till the completion of delivery of the entire ordered number of Buses without any change in the Unit Price or other Terms & Conditions. The increase in ordered quantity, if any, will be intimated within three month to the contractor /bidder from the date of clearance of proto type bus by the purchaser.

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

## **10. LAWS GOVERNING THE CONTRACT**

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

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

### **11.1 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.

## **11.2 Arbitration-**

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by Union Territory, Chandigarh, 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman will be the Transport Secretary, Chandigarh Administration, Chandigarh. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

### **(b) Place of Arbitration**

The place of arbitration shall be Chandigarh.

### **(c) Language**

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

### **(d) Procedure**

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

### **(e) Enforcement of Award**

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

### **(f) Fees and Expenses**

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

### **(g) Performance during Arbitration**

Pending the submission of and / or decision on a dispute difference or claim or until the arbitral award is published the parties shall continue to perform all of their

obligations under this Contract without prejudice to a final adjustment in accordance with such award.

## **12. SECRECY**

12.1 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.

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

## **13. INSPECTION OF BUSES FOR PROCUREMENT**

13.1 Purchaser or representative(s) authorized by the Purchaser shall carry out inspection of Prototype and other buses at each of the following stages before pre-dispatch stage at Supplier's manufacturing premises.

- Structural assembly stage before panelling in all buses.
- Panelling and painting stage of buses including shower test.
- Final completion after panelling and equipping/painting of buses (Fully built buses).

For any Deficiency noted by the Purchaser during any stage of the inspection, the Supplier shall initiate immediate remedial actions for the same as advised by the Purchaser. The Purchaser or Representative of the Purchaser shall not be entitled to suggest changes or modifications which are not part of the mutually agreed bus specifications. Every Stage clearance is necessary to move to next stage for each bus.

13.2 The purchaser shall not conduct any laboratory test if the material procurement certificates along with test certificates are submitted by the supplier at the time of inspection of buses. The cost of all tests, analysis and patent rights shall be borne by the successful bidder. Notwithstanding with above, if found necessary, the purchaser shall conduct material test at any stage for prototype or any other buses, at its own cost. If the material fails the test, entire cost of testing along with replacement of material, shall have to be borne by the supplier along with suitable penalty extending up to 0.5% of the total cost of buses(Landed Price) as one time penalty.

13.3 Inspection of Buses at Destination Station: - On receipt of Buses at the place of delivery, these shall be jointly inspected by the Supplier and the consignee for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, if any, shall be noted and the Supplier shall initiate immediate action for making good the same under advice from Purchaser within mutually agreed time period. Any delay commissioning of these buses due to any such reason shall be to Supplier's account and shall be dealt with by the Purchaser as per Conditions of the Contract.

13.4 Successful bidder shall be required to obtain type approval certificate of all safety critical items/materials from the authorized testing agencies before use. The successful bidder shall be required to provide a list of all such items along with their certificates to this undertaking/Inspection committee at the time of Inspection or well in advance of Inspection.

## **14. REMOVAL OF REJECTED BUSES**

14.1 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.

## **15. PAYMENT TERMS**

15.1 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms & conditions of contract in the following manner:-

- a) Payment for 85% of the total landed price(CAPEX Cost) of each consignment of the buses dispatched will be made within 2 weeks to the contractor on receipt of the buses by the consignee, along with relevant documents i.e. Transit Insurance Certificate, Warranty Certificate, Spare Parts Catalogue along with prices and discount offered, Type approval certificate from S.T.A. Chandigarh, TRC etc. and receipt of bill along with the documents including provisional Acceptance Certificate' (**Annexure 9**)
- b) Balance payment 15% payment (CAPEX Cost) would be made within 2 weeks against 'final Acceptance Certificate' (**Annexure 10**) of the buses to be issued by the consignee, subject to recoveries, if any.
- c) The payment of CAMC shall be made Quarterly on pro-rata basis of Annual CAMC rates quoted for that particular year.

## **16. SUBMISSION OF DRAWINGS**

The successful bidder shall provide two sets of general drawings comprising of elevations- sides, front and rear ends along with main dimensions, isometric views, exterior and interior details, seating layouts, specified colour schemes and their sizes and specifications etc. One set of Compact Disc along with two sets of hard copies as specified in technical specifications shall be supplied by the successful bidder to this undertaking **in advance for approval**.

## **17. Service Engineering**

The successful bidder shall furnish information on maintenance practices to be followed for these buses, clearly spelling out the following:-

- i). Inspection procedure & periodicity of various preventive schedules in detail including gauging practices.
- ii). Maintenance procedures in detail including preventive maintenance schedules.
- iii). Facilities required for maintenance, giving detailed information on the following:-
  - a) Plant & Machinery required for maintenance;
  - b) Gauges, Jigs and Fixtures and Tools required during maintenance;
  - c) Space requirements for maintenance facilities and
  - d) Any other details necessary for development of said facilities.

## **18. SERVICE MANUAL, SOFTWARE AND SPARE PARTS CATALOGUES**

One set of Software (Vehicle diagnosis) along with necessary hardware (On Board Diagnostic tool with interface cable) for maintenance for identifying faults in buses, Detailed Service Manuals, Spare Parts Catalogues, Lubricants etc. Price List for all the components/aggregates/consumables along with brand names and discount offered (valid for contract period) etc., shall have to be provided along with the buses free of cost and in as many numbers as required by CTU **after the end of Comprehensive Maintenance Period**. Further, successful bidder shall give an undertaking, before the expiry of the contract Agreement/CMC period, that the rates of parts/discount etc. quoted by them in the price lists are reasonable and do not exceed rates at which these parts are made available on DGS&D/ ASRTU Rate Contract (RC)/ to any other Government Department/Public Sector Undertaking/ Authorized Dealers etc. The rates of spare parts shall be valid for the warranty period

from date of submission of printed price list. In case of failure, action as deem fit by the Competent Authority, will be taken in accordance with the terms of the RFP. Further, in case, the successful bidder will recommend brand/make specially of any spare parts, lubricants, oil & grease etc. for the buses to be used, successful bidder will be responsible to provide the same at the lowest rate or at par with that available in the market for same specifications, failing which, the required spares or lubricants will be arranged by the department at lowest rates available in the market and it will not impact on warranty of the buses in any case.

## 19. **TRAINING**

The Contractor/Bidder shall arrange orientation training for drivers @ four drivers per bus at Drivers Training Centre for at least one week before the actual commissioning of the buses. Similarly, adequate training will be provided to at least 60 workshop staff including Mechanics/ Technicians/Supervisors / Engineers of CTU in batches of 20 each before the expiry of CMC period/Agreement period so that the workshop staff may be able to repair and maintain the buses independently. This training will be provided '**free of cost**' as and when required by the Purchaser within 3 years from the date of delivery of buses. Course material/Manuals of maintenance/repair will be provided by Contractor on '**free of cost**' basis.

## 20. **GST**

The statutory payment of GST shall be payable as per actual on the invoice date.

## 21. **FALL CLAUSE**

In case, during the currency of the Contract/Bidder, the Contractor offers to supply/supply the buses conforming to the same specification as in the present contract to any State or Central Govt. Department, State Transport Undertaking. Central or State Undertaking at rates lower than the rates accepted against the present contract, such lower rates shall also be made applicable to all the buses supplied to the Purchaser in the present contract and payment shall be deducted /adjusted accordingly.

## 22. **Conflict of Interest**

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

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

- (i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest, provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder (s) (or any of its constituents) is not more than 5% (Five per cent) of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(39) of the Companies Act 2013. For the purposes of this Clause 2.9(i), indirect shareholding held through one or more intermediate persons the computation of indirect shareholding of such person in the subject person shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person(the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause

(aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Bidder is also a constituent of another Bidder; or
- (iii) Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or
- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party /parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- (vi) Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be considered to subsist only, as between such applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.

### **23. Indemnity**

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify Authority against all claims which may be made in respect of buses for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent , registered design or trade mark being made against the Authority, Authority shall notify the Contractor of the same and Contractor, shall at his own expense and responsibility, either settle any such dispute or conduct any litigation that may arise there from.

### **24. Period of Start of Comprehensive Maintenance Contract**

- 24.1 All the buses will be under Comprehensive Maintenance Contract. The Comprehensive Maintenance period will start from the date of Final Acceptance of buses by the CTU Committee subject to approval from competent authority.
- 24.2 The successful bidder shall be responsible for any defect or failure of buses or equipment or engine seizure, undue tear of brake drums, or any other defect thereof as well as defective/poor material apart from normal wear and tear, provided in these buses due to defective design, material or workmanship for a period specified in this RFP individually for each bus from the date of issuance of Final Acceptance Certificate by the committee. Further, should any design modification be required to be made in any assemblies/sub-assemblies such as engine, self-starter and alternator, transmission, air suspension, front axle, steering, electronic destination boards of the buses, pneumatically operated doors etc. same should be done by the successful bidder without any cost.



## 25. Comprehensive Maintenance

### 25.1 Scope of Work:-

- i. After Final acceptance of buses by CTU, the successful bidder shall provide maintenance and after sales service support for trouble free service on single point responsibility basis during entire annual maintenance contract period of 10 years and to ensure that 90% fleet is available at all times.
- ii. The successful bidder shall provide Repair & Maintenance and entire comprehensive maintenance contract period during 24 hours X 365 days inclusive of all Sundays and Holidays.
- iii. The successful bidder shall be responsible for carrying out the maintenance as per Industry Practice and Service manual of bus manufacturer.
- iv. The successful bidder will be responsible for repair and maintenance of the fully built up buses including spare parts, workshop staff, consumables(except fuel i.e. Diesel, Diesel Exhaust Fluid/Urea, Tyres, Tubes, Flaps, Batteries) complete in all respects as defined in this tender until the date of completion of contract.
- v. The successful bidder will attend the Job cards issued by the Drivers duly verified by the authorised officials of the CTU on daily basis, repair and maintenance as per routine/schedule/Industry practice.
- vi. Any additional repair with respect to Engine or Bus body required in between scheduled repairs shall be responsibility of the successful bidder to ensure that there is 90% fleet availability at all times till completion of Contract Agreement.
- vii. Any break down of the buses due to any defect thereof will be the responsibility of the successful bidder and successful bidder has to make the arrangement to tow the vehicle, if required and it will be the responsibility of the successful bidder to rectify the said defect.
- viii. The successful bidder will maintain complete vehicle maintenance record for the buses in Software Application along with KMs covered, Date of Service and work carried out. The online Access of this Software Application will be provided to CTU management. The customization to the software be made as per requirement of CTU since CTU is moving towards automation of various systems implementation of ITS, Automatic Boom Barrier etc. The successful bidder will extend his support for integration with ITS systems and for this purpose, CTU may need Application Protocol Interface/Protocols of the application used by the successful bidder for own purpose in CTU.
- ix. Adequate inventory of genuine spare parts only/original parts of manufacturers or O.E. suppliers would be stocked by the successful bidder for the entire CMC period. The genuine spare parts would be subject to verification by the CTU from time to time. If so required the samples could be got tested at the cost of the CTU and in case of failure report of samples punitive action/penalty amount shall be imposed and recovered out of the

pending bills. In addition successful bidder will also maintain Inventory Management System (IMS) of spare parts. IMS should generate MIS reports for consumption of spare parts Bus Wise, K.M. Wise etc. and as per requirement of this CTU from time to time.

- x. The CMC excludes fuel i.e. Diesel, Diesel Exhaust Fluid/Urea, Tyres, Tubes, Flaps, Batteries but includes preventive maintenance, breakdown maintenance, schedule maintenance, normal wear and tear etc. including all consumables, spare parts, replacement of assemblies/sub assemblies, systems, etc complete in all respects. Any other maintenance not clearly specified in the scope of work related to the Chassis, Motor(s), Bus Body and change of upholstery is also part of this contract. If replacement/action is not taken within 3 days, CTU will get the work done at its own level at the risk and cost of successful bidder and this lapse by the successful bidder will be viewed very seriously by CTU.
- xi. The successful bidder will be responsible for repair and maintenance of the buses as defined in this tender from the date of Provisional/Final Acceptance and until the Date of completion of contract.
- xii. The successful bidder has to provide 90% fleet availability at all times along with fitness certificate in a day. Further, failure to arrange for an immediate repair/maintenance to keep the prescribed percentage of availability shall render the contractor/successful bidder liable for penalty amount as prescribed. Repeated failure of a fault/ breakdown may invite penalties as per Penalty Clauses.
- xiii. The successful bidder shall provide its workshop staff uniforms with CTU and its logo inscribed on the back and subject to approval of CTU management. Each worker shall wear uniform and Identity card, whenever on duty.
- xiv. The successful bidder has to maintain the service levels as set by CTU time to time and will have to provide the escalation matrix to maintain such service levels.
- xv. The Diesel Exhaust Fluid (DEF)/Urea will be under the scope of CTU. Further DEF/Urea will be procured by CTU as per recommendation of successful bidder/OEM only.

## **25.2 Place for Carrying out the Maintenance:-**

- i. The maintenance services shall be carried out at Depot No. I or any other place prescribed by Chandigarh Transport Undertaking.
- ii. The Depot Equipments and Infrastructure available at Depot will be provided on as-is-where-is basis by CTU. Any other infrastructure/equipments if required other than existing one will have to be procured/maintained by the bidder at his own cost. However, the contractor shall ensure the use of Workshop premises properly and for any damage/loss to the Workshop facilities, the contractor shall be held responsible and amount of the loss will be recovered out of the pending bills of the successful bidders.

### 25.3 Preventive Maintenance Schedule:-

The bidder will be responsible for maintaining the buses as per following, but not limited to, schedule:-

- i. Service 1:- Servicing each bus for daily maintenance and issue fitness certificate thereof.
- ii. Service 2:- Servicing periodic maintenance of each bus as per of this contract.
- iii. Service 3:- Suspension System Maintenance as per Annexure '3'.
- iv. Service 4:- Complete Schedule of servicing of buses as per recommendation of Manufacturer.

### 25.4 Spares:-

- i) All the Spare parts as mentioned below required for Maintenance of buses shall be procured by the Bidder and should be genuine spare parts only, open to inspection by CTU. The CMC will be for complete bus system inclusive of all the aggregates complete what so ever like, replacement of assemblies/subassemblies, systems, Motor block and its parts, Alternator, Hub, Differential, Axle shaft, Passenger Seats, Side Glass, Front and Rear Wind Screen, PIS boards, GPS devices, Panic buttons, CCTV cameras and other spare parts, taking into account preventive/docking maintenance, normal wear and tear, major repair/over-hauling and break downs as well as accidental repairs.
- ii) Any accident due to mechanical defect and failure ascribable to the successful bidder, the repairs to the bus shall be done at no cost to the CTU. Howsoever, in case of accident of general nature, or accident or routine with an estimated expenses upto Rs. 5,000, no reimbursement shall be made by CTU (except front & rear face/show and bumpers for which Rs. 10,000 will be applicable).
- iii) If any accident happens due to negligence on the part of driver above Rs.10,000/- then successful bidder will repair the vehicles and raise the bill to the CTU.
- iv) The bidder will provide genuine authorized spare parts/Original parts of the manufacturer or O.E. suppliers only.
- v) The Inspection Committee authorized by the Director Transport, CTU can inspect the stores at any point of time. The stock kept in store is to be maintained in Software i.e. Inventory Management System which is to be maintained by the successful bidder. If any spare part is found non-genuine then penalty as per penalty clause may be imposed. Repeated failure on such account may attract forfeiture of Performance Guarantee and cancellation of tender including blacklisting of bidder.

**Note:** All the unserviceable/defective parts/items (except Tyres, Batteries, Flaps, Tubes) etc. replaced by the successful bidder as per the terms & conditions of the contract from the buses shall be the property of the successful bidder. Scrap clearance should be ensured by the successful bidder on monthly basis. However, where such replacements have been made by the CTU out of its own expenses, such unserviceable parts/used lubricants etc. shall be the property of the CTU

### 25.5 Other Conditions

- i) In case of continuous poor performance CTU reserves the right to cancel the Comprehensive Maintenance Contract at any time after giving three months prior notice to the Successful Bidder/Contractor. In such case, the Successful Bidder/Contractor shall have no claim on CTU and remove his manpower and all

- machines/equipment from the site within three months of receipt of such notice of cancellation of CMC. In that case the successful bidder shall be required to handover back to CTU, the complete plant and machinery and other fixtures in working conditions, which were given to the successful bidder at the time of award of contract. Further CTU will be at liberty to forfeit the performance security in addition to other punitive action including black listing up to 3 years.
- ii) CTU or Committee authorized by CTU will carry out inspection of the maintenance and repair work done by the bidder, as per standard/norms of the vehicle.
  - iii) Necessary construction work for all the workshop activities like installation of additional Plants and Machinery (in addition to already fixed), washing platform, hand tools other special tools or any other work required for repair and maintenance work will be done by the bidder at his own cost after approval from CTU Authorities.
  - iv) The bidder shall ensure compliance of all the labour laws and other relevant laws during the validity of the contract.
  - v) CTU reserves the right to cancel the contract at any time during the period of contract after giving three months prior notice to the successful bidder after giving three months prior notice to the successful bidder. In such case the successful bidder shall have no claim on CTU and remove his manpower and all machines/equipments installed by the bidder from the site and vacate the site within three months of receipt of such notice of cancellation of notice.
  - vi) Any break down of the vehicle due to negligence of the bidder or faulty workmanship shall be on account of the Successful Bidder/Contractor and penalty will be imposed as per penalty clauses.
  - vii) Bidder will use the Workshop facility/infrastructure for CTU buses only and no outside work will be allowed in any manner whatsoever.
  - viii) A part of Workshop/Depot can be utilized by CTU for washing/maintenance of its own fleet of buses and Successful Bidder will have no claim/objection to this arrangement in any manner.
  - ix) CTU reserves the right to advertise in or use for publicity the interiors and exteriors of bus, in any form and manner as deemed fit, during the currency of the Contract. The Successful Bidder/Contractor will not claim any share in the revenue arising out of this advertisement/publicity. Cost of any damage to the bus as a result of advertisement shall not be borne by the Successful Bidder/Contractor.
  - x) CTU reserves its right to install value added services such as entertainment and information equipment etc. and other gadgets/equipment such as Automatic Ticketing Machines etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements etc. The Successful Bidder/Contractor will not claim any share in the revenue, which may accrue to CTU due to the aforementioned services/ equipment/ gadgets.
  - xi) CTU will carry out inspection of the maintenance & repair work done by the Successful Bidder/Contractor, as per the standard/norms of Vehicle.
  - xii) The Successful Bidder/Contractor shall carry out the work in a workman like manner with reasonable diligence and progress following Good Operating Practices and as per the program approved by the Undertaking. The special obligation of the Contract is that the Successful Bidder/Contractor has to carry out and complete the work to the full satisfaction of the CTU. No payment shall become due to the Successful Bidder for incomplete or unsatisfactory work. Successful Bidder shall carry out repairing as manufacturer's service manual.
  - xiii) The Successful Bidder shall obtain all required permissions, sanctions, clearances and permits for carrying out its operations and shall be fully responsible for carrying out the operations in a safe and secure manner, consistent with the law of the land, laws and regulations regarding such Vehicles and incomplete of the Competent Authority.
  - xiv) The Successful Bidder/Contractor shall be responsible for the activities on the site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skilfully and carefully and strictly in conformity with the provisions of

- the specifications or not.
- xv)** The Vehicle shall be at the sole risk of the Successful Bidder/Contractor and the Successful Bidder/Contractor shall be responsible for any loss or damage to the Vehicle to arising from any cause whatever. The Successful Bidder/Contractor will be responsible if any loss occasion due to a theft or robbery occurs with respect to the vehicle when the same has been assigned to it and the vehicle in its possession.
  - xvi)** The Successful Bidder shall be responsible and liable to make good any loss caused to the vehicle due to the negligence of the Successful Bidder.
  - xvii)** The Successful Bidder shall not modify/alter any of the Vehicle systems without prior permission of the Competent Authority in writing.
  - xviii)** The Successful Bidder shall under no circumstances use or drive the vehicle on road except with the express permission in writing of the Competent Authority.
  - xix)** The Successful Bidder/Contractor shall employ skilled, semi-skilled and unskilled Labour in sufficient numbers to carry out its Operations at the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract for timely fulfilling of the Successful Bidder/Contractor's obligations under the Contract and to the satisfaction of the Competent Authority. CTU can ask for the enhancement of manpower as per the working requirement. The same shall be incorporated by the Successful Bidder without any extra cost.
  - xx)** The Successful Bidder/Contractor shall not employ in connection with operations any child who has not completed his/her fifteenth year of age. It shall also not employ an adolescent who has not completed his/her eighteenth year unless he/she is certified fit for carrying out operations as an adult as prescribed under cause (b) of sub-section (2) of section 69 of the Factories Act, 1948.
  - xxi)** The Successful Bidder shall provide its staff, a minimum of two sets of uniforms with the titles CTU inscribed on the back and subject to approval of the CTU. Each worker on duty shall wear a clean uniform and I-card whenever on duty.
  - xxii)** The Successful Bidder shall, if required by the Competent Authority, deliver to it, in such form and at such intervals as the Competent Authority may prescribe, a return showing the numbers of the several classes of staff employed by the Successful Bidder.
  - xxiii)** If the Competent Authority asks the Successful Bidder to remove a person who is a member of the Successful Bidder's staff stating the reasons, the Successful Bidder/Contractor shall ensure that the person leaves the Site within THREE (3) days and has no further connection with Operations under this Contract.
  - xxiv)** At all times during continuance of the Contract, the Successful Bidder shall abide by all existing and future enactment and rules made there under, regulations, notifications and byelaws of the Central, State or Local Government. The Successful Bidder shall keep CTU indemnified in case any action is taken against CTU by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
  - xxv)** If CTU is caused to pay or reimburse, such amounts as may be necessary to use, or observe, or for non-observance of the provisions stipulated in the notifications/bye-laws/rules/regulations including amendments if any, on the part of the Successful Bidder and in connection with labour enactment, the Competent Authority shall have the right to deduct any money due to the Successful Bidder including its amount of Security Deposit. The Competent Authority shall also have the right to recover from the Successful Bidder any sum required or estimated to be required for making good the loss or damage suffered by CTU.
  - xxvi)** The Successful Bidder/Contractor shall provide all necessary superintendence while carrying out its Operations and as long thereafter as the Competent Authority may consider necessary for the proper fulfilling of the Successful Bidder's obligations under the Contract. The Successful Bidder shall nominate a competent and authorized representative ("Successful Bidder/Contractor's Representative") approved by the Competent Authority, which approval may at any time be withdrawn. The Successful Bidder's Representative shall give its whole time to the superintendence of the operations. The Successful Bidder's Representative shall receive, on behalf of the Successful Bidder, instructions

from the Competent Authority, which shall be deemed received by the Successful bidder.

It will be obligatory for the successful bidder to maintain the neatness and cleanliness of the workshop including all the shops complete in all respects. If any lapse found during the inspection by the officials of CTU penalty will be imposed as per Annexure attached.

25.6 Successful bidder shall ensure the repair of buses within timelines failing which penalties as mentioned as mentioned at Annexure-15 will be imposed by the purchaser i.e. CTU as the case maybe for the respective buses.

## 26. TIME PERIOD

Sr. No.	Description/ Nature of work	Time period (Nos. of days)
1.	Bid/Tender Validity	180 days beyond the date of opening the technical bid
2.	The successful bidder shall return two copies of the Letter of Bid Acceptance duly signed and stamped by his authorized signatory.	Within 5 days from the date of issue of LOBA.
3.	The successful bidder shall submit the performance security as per terms of the RFP	Within 10 days from the date of issue of LOBA but before signing of contract agreement.
4.	The successful bidder shall submit the contract agreement prescribed with the RFP duly signed and stamped by his authorized signatory.	Within 15 days from the date of issue of LOBA.
5.	The Contractor/Bidder will have to deliver/ supply all buses including prototype bus.	Within 150 days from the date of issue of letter of Award.
6.	Commencement of CMC	From the date of Final Acceptance of the buses subject to approval by Director Transport, CTU

## 27. Advance Payment:-

30% (Thirty percent) of the Capex cost (as mentioned at Sl. No. 1 (X1 \* 60 buses) of Financial Bid Sheet), exclusive of all Recurrent cost (as mentioned as Y1 of Financial Bid Sheet), as advance payment shall be paid against receipt of a claim accompanied by the equivalent amount of Advance Payment Security after signing of agreement. Further, the validity of Advance Payment Security in the form of FDR/Bank Guarantee shall be valid till successful delivery of buses to CTU.

**SECTION VI: SCHEDULE OF REQUIREMENTS (SOR)**

<b>Item No.</b>	<b>Description of Work</b>	<b>Tendered Quantity (in nos.)</b>	<b>Period of supply of Buses</b>	<b>Purchaser</b>	<b>Earnest Money Deposit (EMD)</b>
1.	PURCHASE OF 60 NOS. FULLY BUILT-UP ORDINARY DIESEL BS-VI STAGE-II BUSES HAVING 5600-6200 MM WHEEL BASE FOR INTER CITY OPERATIONS WITH COMPREHENSIVE MAINTENANCE CONTRACT OF 10 YEARS OR AS PER SPECIFICATIONS GIVEN IN THE RFP DOCUMENT	<b>60 Nos.</b>	150 days from the date of issue of letter of Award	Director Transport, UT-cum-Divisional Manager, CTU, Chandigarh	Indian Rupees <b>Rs. 50.00 Lakh.</b>

**NOTES:-**

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

## Annexure-14

## SECTION - VII

S. No.	Description	Specifications
1	Propulsion system	Internal combustion engine
2	Fuels-options	High Speed Diesel
3	Engine	
3.1	Fuel recommended	Fuel to be compatible with propulsion system and Engine hood should be properly sealed to avoid engine heat in cabin area.
3.2	Rated HP preferably at lower rpm range	Minimum 180 H.P. @ 2200-2500RPM
3.3	Emission norms	<b>BS VI Stage-II Buses</b>
3.4	Electronic engine management (EMS) system with provisions amongst others:	Full electronic management of engine including on-board diagnostic and driver alerts e.g. engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, diagnostic details message (engine specific)
3.5	Engine operational requirements	Engine should be able to operate efficiently at ambient temperatures of approximately 0 <sup>o</sup> to 50 <sup>o</sup> C, humidity level from 5% to 100%
3.6	Engine location	Front Engine/Rear Engine hood to be provided with complete heat and noise insulation.
3.7	Transmission	Manual Transmission. The Gear box shall be of synchromesh type with 6 forward speed gear & one reverse gear/ OE standard fitment.

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

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S. No.	Description	Specifications
9	Speed limiting device	Electronic type duly approved/certified as per AIS: 018/2001 or latest, tamper proof and be adjusted to applicable speed limit as per MoRTH notification
10	Tyres	Steel radial tube-less including spare tyre. Size and performance as per CMVR. Tyres must not been less than six month old as on the date of delivery of fully built up bus. Front – 2, Rear 4 + one spare
11	Fuel tank	Minimum 350 Ltrs Capacity
<b>BUS BODY CHARACTERSTICS</b>		
12	Bus characteristics	Aerodynamic body design for better fuel efficiency
12.1	Bus dimensions mm	
A	Overall length mm (over body excluding	Not exceeding 12000
B	Overall width mm (sole bar/floor level- extreme	2600 (maximum)
C	Overall height mm (unladen-at extreme point )	3800(Maximum)
D	Wheel-base mm	5600-6200mm
E	Front overhang	To be submitted by manufacturer/As per CMVR
F	Rear overhang	To be submitted by manufacturer/As per CMVR. Chassis should not be cutted in any case.
12.2	Turning circle radius (mm)	To be submitted by manufacturer/ As per CMVR
12.3	Floor height above ground (mm)	1100-1300 mm
12.4	Clearances (mm)	
A	Axle clearance (mm)	Minimum 190mm
	Minimum ground clearance at GVW	Within the wheelbase not less than 240mm.
13	Bus gates/Doors	
13.1	Location of gates	Two Doors: Front Door ahead of Front Axle or between wheel base and rear behind Rear Axle.
13.2	Type of doors	Pneumatic Doors In-Swing/Jack-Knife type open able by Driver only through Switch.
A	Operating mechanism	Electro Pneumatically controlled.
	Opening closing time in seconds per operation	≤ 4

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

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

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S. No.	Description	Specifications
ii	Finite element method	As per AIS 052
iv	Roll over tests with the bus rolling from ground level instead of a raised platform. Angular velocity should not exceed 5 degrees/second. All other procedure as per AIS031	(i) Unstable position should not occur before 28°. (ii) No part of structure intrudes into residual space.
	1. Bus tilted to its unstable position	
	2. Bus allowed falling freely under gravity from this	
	3. GVW of the bus to be considered	
3.3	Bus structure- materials specs etc	
A	Super structure/Under Structure Details	As per following clauses
3.6	Safety glasses and fittings	Single Piece or Double piece windshield, stylish exterior, head lamps etc as per drawings approved from ARAI/ICAT/CIRT

S. No.	Description	Specifications
A	Front windscreen (laminated) glass:	Single piece or double piece windshield, stylish exterior, head lamps etc matching to front face as per IS 2553 (Part-2)-1992/latest.
	Size:	5 mm Dark Green/Clear Glass.(Standard design as per Drawings attached)
B	Rear windscreen: (wherever provided)	Single piece or double piece windshield, stylish exterior, head lamps etc matching to front face as per IS 2553 (Part-2)-1992/latest.
	Size:	5 mm Dark Green/Clear Glass(Standard design as per Drawings attached)
C	Side windows:	Flat to match bus shape and contour, design movable with toughened glass IS2553 (Part-2)-1992/latest.
	Glass thickness:	5.0 mm
	Light transmission (%) in case of tinted glasses	As per CMVR
F	Rear view mirrors	Inside the saloon area near to the Driver, Outside both sides of the bus and as per requirement of CTU and confirming to CMVR and AIS 052.
3.8	Seating and gangway etc as per AIS 052	Ergonomically designed and extra comfort seats with soft cushion attached, spacious gangway etc.
3.8.1	Passenger seating's	As per AIS 052
A	Seat layout	3x2
B	Seat area/seat space per Passenger (width*depth) mm	As per AIS 052
C	Seat pitch - minimum: mm as per AIS 052	As per AIS-052/ARAI approved Drawings

S. No.	Description	Specifications
D	Minimum backrest height- from floor to top of seat/headrest	1100 mm from floor as per AIS 052
	Seat base height- distance from floor to horizontal front upper surface of seat cushion mm	As per AIS 052
E	Torso angle	Minimum 15 <sup>0</sup>
F	Passenger seats with high back rest, contoured to suit human body, padded.	√
G	Seat materials	Cushioned seats with Moulded polyurethane foam as per IS15061-2002 with Raxine cloth.
H	Seat frame structure material where required	Frame structure of ERW Steel or Aluminium tubes with PVC insulation /Powder Coated.
I	Free height over seating position mm	More than 900/As per Bus Body Code Requirement AIS-052
	Seat base height	As per Bus Body Code Requirement AIS 052
J	Clearance space for seated Passenger facing partition mm	As per Bus Body Code Requirement AIS 052
K	Seat back/Pad material/thickness:	Polyurethane foam IS15061:2002, 50± 5 mm.
	Type	Suitably moulded/fabricated and padded with > 50 mm foam
	Upholstery	Rexine
L	Area for seated passengers (sq.mm)	As per AIS-052
M	Number of seats	Minimum 50 seats excluding driver and Conductor seat
U	Seat belts & their anchorage	Driver seat (performance etc. as per AIS 052)
V	Performance & strength requirements of passenger seats	As per Bus Body Code Requirement AIS 052
X	Handles behind Passenger Seats	As per OEM standards to be fitted on the rear top of passenger seats

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S. No.	Description	Specifications
Y	Back material of passenger seats	FRP fixed with handles.
3.8.2	Gangway:	To be proposed by the fabricator
A	Minimum interior head room (centre line of gangway) mm	1900 or as per AIS-052
B	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	To be proposed by the fabricator during approval of drawings
	Gangway width (mm) in longitudinal space between seats	To be proposed by the fabricator during approval of drawings
	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	To be proposed by the fabricator during approval of drawings.
	Slope of the gangway	As per AIS 052
	General	
3.9	Driver's work place/cabin/seat etc	3- way Height, forward and Rear manual adjustable cushioned seat as per AIS-052
	Driver work place/cabin provided with more privacy, safety and easy access to controls and inter alia equipped with:	State of art driver cockpit station.
A	Lights control	At Dashboard
B	Driver's seat	As per AIS 023 & AIS 052.
I	Three way seat adjustments facility and controls	Required
4.0	Corrosion prevention & painting as well as for internal and external structural members.	Corrosion prevention treatment/painting for structural members/components, assembled structure, panels etc as per AIS-052
A	Primer coating	Suitable specification and performance



S. No.	Description	Specifications
B	Painting(ARAI certificates/ICAT/CIRT certificates to submitted)	PU paint panel stretch primer, PU primer surface, PU top coat BIS 13213:1991 or latest/international standard as applicable for exterior painting including interior wherever required. shades-IS 5-1978 (or latest) class-A2
i	DFT( in Microns)	As per OEM Standards/AIS-052
ii	Finish	Smooth, free from blisters, pin holes and sagging etc.
iii	Shade	As per CTU requirement
iv	Mark Resistance	Should not develop nail mark when scratched lightly with finger nail
v	Scratch Hardness	As per OEM Standards/AIS-052
5	Electricals	
5.1	Electrical Cables	BIS marked, copper conductors with fire retardant as per IS/ISO:6722:2006 as per appropriate class. conductor cross section varying as per circuit requirements, minimum cross-section 0.5 sq mm. quality marking may also be as per equivalent or better European, Japanese, US standards
5.2	Conductor cross section	As above and suitable to carry rated current (Japanese Auto Standard JASO D0609/As per AIS-052/OEM Design.
5.3	Safety requirements of electrical	As per AIS 052
a	Fuse	As per AIS 052
b	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	As per AIS 052.
c	Location of cables away from heat sources	As per AIS 052
d	Type approval of circuit diagram as per standards related to electric equipments/wiring	As per AIS 052 - required for all items and to be submitted by the bidder for mtc. of buses.

S. No.	Description	Specifications
e	Battery cut - off switch (isolator switch)	Heavy-duty type capable of carrying & interrupting total circuit load. 1 each near battery and driver
5.4	Wind screen wiping & washing system etc:	Electrically operated with two wiper arms & blades; wiper motor heavy-duty steel body with minimum 2-speed operation; wiping system as per CMVR/BIS 7827 Part-1, 2, 3 (Sec.1 & 2)/latest. As per AIS 011
a	Wiper motor	Variable speed with time delay relay as per IS011.20-24 cycles/sec, 24 V*150W minimum.
b	Wiper arm/blade	As per AIS 019/AIS011
c	Wind screen washing system	Required
d	Capacity of washing system tank litres minimum	4.0
5.5	Lighting - internal & external and illumination	As per AIS 052
5.6	Illumination requirements/performance of:	
a	Side Indicators	Required State of Art
b	Dash board tell tale lighting/control lighting	As per AIS 052 & bulbs tested for photometry as per IS 1606:1996
c	Cabin lighting and Passenger Area Lighting	Sufficient LED Lights as per AIS 052.
d	Head Lights	As per OEM Design and Bus Body Design AIS-052
6	Safety related items	
6.1	Fire extinguisher	Dry chemical powder type GSR– 853 (E) dated 19.11.2000 (or latest) and as per AIS 052, ISI Marked
6.2	First aid box	First Aid Box without Medicines.
6.3	Handrails Minimum length*diameter*height above floor: mm	Colour contrasting and slip resistant as per drawing enclosed
6.4	Entrance/Exit Guard/Step well guard:	Required as above.

S. No.	Description	Specifications
6.5	Emergency exit doors, warning devices etc:	As per AIS 052/CMVR
6.6	Front/Rear door, step well lights, door open sign	LED Bulbs as per AIS 008
6.7	Mirrors right/left side exterior/interior	Convex As per AIS 001 & 002. Interior with double curvature
6.8	Towing device front/rear	As per CMVR & IS 9760 - Ring Type
6.9	Warning triangle	As per AIS 052/CMVR
6.10	Fog lighting	Non-LED Type
6.11	Bumpers - front and rear	The bumpers should be of MS sheet/FRP and should be most modern design as per OEM standards and AIS-052.
	Impact strength for bumpers	Meet requirements
6.12	Tool Box	To be provided as per requirement of CTU
6.13	Movable Arm Rests	Foldable Arm rest to be provided at the corner of each seat ending gangway
7	Miscellaneous items/requirements	
7.1	Windows	
A	Type of window	Sliding window panes in Aluminium frame structure or better material
B	Minimum height of window aperture (clear vision)	As per Bus Body Code AIS-052
C	Minimum height of upper edge of window aperture from bus floor	As per Bus Body Code AIS-052
D	Minimum width of windows (clear vision zone)	As per Bus Body Code AIS-052
7.2	Saloon luggage carrier (CLC) and Main Luggage	As per Bus Body Code AIS-052
A	Positioning of Cabin Luggage Carrier	
i	Width from side wall (mm)	As per Bus Body Code AIS-052
ii	Height from roof (mm)	As per Bus Body Code AIS-052
B	Main Luggage Area Boot	At the side of the bus along with state of art locking Arrangement

S. No.	Description	Specifications
8.0	Maximum noise levels inside the saloon -test procedure as per AIS 020	84 dba
9.0	Destination Board to be fitted	As per UBS-II Specifications. (ARAI/ICAT/CIRT Certificates), Make and Size as per requirement and approval of CTU.
	One at Front and one at Rear	
	One at Inner	
10.0	CCTV Cameras and GPS Device	There should be 5 nos of CCTV cameras 2 for saloon area, 1 nos for driver behavior, 1 nos Dashboard camera and 1 no reverse camera with provision of NVR and recording capacity upto 15 days. GPS device and Panic Button as per AIS-140 requirement of CTU.
11.0	Roof Luggage Carrier	To be provided if AIS-052 permits.
12.0	FAN	10"/12" Fan over Conductor Seat and Driver seat to be provided.

4. **METAL TREATMENT:**

All the structural members and other body components (except Stainless Steel Pipes and G.I.Pipes) shall be Galvanized Coating with 120 GSM. Further, the C-Channel and angle shall be Zinc passivated.

5. **BODY MOUNTING:**

Body shall be mounted on chassis frame with suitable anti shear material and shall be as per OE Design and Bus Body Code AIS-052.

6. **UNDER FRAME & STRUCTURE:**

The Under Frame and structure shall be as per OE Design complying to Bus Body Code AIS-052 subject to following conditions:-

- (a) The under frame and super structure shall be suitably designed to carry dense crush load of maximum 52 passengers with full seating capacity (assuming an average weight of 68 kg per passenger with luggage of 7 kg. per passenger) including, the superstructure, complete bus tare weight, etc and meet performance requirements under various loads etc as indicated..
- (b) The bus body shall be mounted on Chassis as defined in bus code AIS 052 and the super structure shall be fabricated using G.I. Tubular section.
- (c) The comprehensive multi-stage antirust treatment as and where required be done by way of Hot Phosphating/ Galvanizing.
- (d) The front and rear structure design shall be energy absorption type to reduce impact stresses into under frame/side structures/ other areas of the vehicle. The damaged area of the vehicle shall be easily repairable and or replaceable in the event of major damage.
- (e). The entire surface of bus under floor and sides exposed to ground shall be covered with appropriate corrosion prevention & flame retardant paint coating for protection against harmful effects of water, mud etc and to retard flames, if any. The wheel housings shall be constructed to contain tyre bursts during operation and be flame retardant in case of tyre fire.
- (f) Sufficient clearance & air circulation shall be provided around the tyres, wheels & brakes to preclude over-heating when the bus is operating
- (g). After anti corrosive treatment, structural members shall be coated with anti rust epoxy coating.
- (h) Under floor to sidewalls shall be sealed to prevent dust ingress with tarfelt.

7. **STRUCTURE REINFORCEMENT:**

As per Bus Body Design and AIS-052.

As

**ROOF STICKS:**

**As per Bus Body Design approved by ARAI/ICAT/CIRT and AIS-052**

8. **FLOORING STRUCTURE:**

**As per Bus Body Design approved by ARAI/ICAT/CIRT and AIS-052**

9. **FLOORING:**

**As per Bus Body Design approved by ARAI/ICAT/CIRT and AIS-052 and Flooring should be laid down with Aluminium Chequered Sheet.**

10. **SPARE WHEEL CARRIER**

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One number SPARE WHEEL CARRIER will be given along with the chassis

**11. SIDE EXTERIOR PANELLING:**

After approval of structure and before panelling, structure members duly treated with Anti-rust primer shall be further coated with dielectric coat anti corrosive black paint. Before panelling 40 mm thick thermocole sheet is to be packed properly in the structure waist rail to floor level. After thermocole packing, stretch panel of 1mm GP Sheet properly welded should be fixed waist rail to anti drumming rail and from anti drumming rail to skirt rail sheet.

**12. ROOF EXTERIOR PANELLING:**

Roof exterior panel shall be of 1mm thick or more Aluminum sheet along full length. The exterior panel roof joints shall be longitudinal and shall be inter locked. Joggling joints & other joints of the roof shall be properly filled with sealant making it leakage free. At cant rail level a continuous water channel shall be provided on longitudinal sides of roof for drainage of water and to prevent the water to fall on the windows and to ensure water proofing. The water channel should also be provided above the rear wind shield glasses to avoid water leakage.

**14. REAR EXTERIOR PANELLING:**

The complete rear panelling shall be of 12 G aluminium sheet/FRP.

**15. FRONT SHOW PANELLING:**

Elegant looking front show of 18G G.P. Sheet materials/FRP Show should have aerodynamic design so as to reduce air drag & to improve fuel economy.

**16. INTERIOR PANELLING:**

Interior roof & side panel shall be done with 0.72mm Sheet approved by Chandigarh Transport Undertaking. Interior panelling should conform to AIS-052.

**17. HAT RACKS :**

An open type light luggage hat racks would be provided inside the passengers saloon both sides.

**18. DOOR:**

There shall be two saloon doors and one driver door in the right side near the driver seat & one emergency door should be provided as per OEM Design approved by ARAI/ICAT/CIRT as per Bus Body Code AIS-052.

**19. WINDOWS**

Toughened glass of 5 mm thickness Light green/Clear tinted colour will be used. Sliding windows with toughened glass have to be provided. The glass and window dimensions should be as per AIS-052 Specifications and Bus Body Code.

**20. FRONT & REAR BUMPERS:**

The bumpers should be curved out of minimum 3 mm thick MS sheet/ FRP material and should be of most modern design. The design should be approved by ARIA/ICAT/CIRT as per Type Approval Certificate of the Model offered.

**21. WIND SCREEN:**

The front wind screen would be in One / Two pieces as per approved drawings and technical specifications.

**22. BATTERY BOX:**

Battery box will be constructed on the left side of the bus body with flap type cover duly hinged. Sliding battery holder to be replaced with proper ventilated battery space with battery fixing devices and slide lock for easy maintainability of the batteries. Suitable rubber grommet shall be provided in the holes from where battery cable passes to avoid direct contact with metal parts. One MS flat of size 30x30 mm be provided with 2 Nos. wing nuts to hold it in position.

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**23. ELECTRICAL SYSTEM:**

All Electrical system and fitments should be as per AIS 052 bus code revised up to date specifications. It should be supplied wired up and connected and should be suitably routed as per OE design.

I.

- I. In order to ensure adequate illumination in the saloon area minimum 6 nos. LED roof lights of state of Art design type shall be provided.
- II. Minimum 2 Nos. blue LED Night lamps shall also be provided inside the saloon for convenience to the passengers during night travelling but illumination should be such that Driver may not disturbed in driving of bus at night.

VII.

VIII. Charger for charging ETM M/c's near conductor seat.

IX. A suitable battery cut off switch of specified make shall be provided in the driver cab behind the driver seat connecting the self starter assembly so that during short circuit, the engine may not start.

X

**24. PASSENGER SEATS:**

As Defined above and as per Bus Body Code and approved Drawings of ARAI/ICAT/CIRT.

**25. Fire Extinguisher and First Aid Box**

Fire Extinguisher and First Aid Box to be provided as per AIS 052 and CMVR.

**26. Handrails, Handholds, Stanchions & Window Guardrails**

Hand Rails:- Suitable handrails to be provided

Hand Holds:- Sufficeint hand holds to be provided as per approval of CTU.

Stanchions:- Section as per approved Drawings

Window Guard Rails:- Two nos. to be provided

**27. THE FOLLOWING MISCELLANEOUS FITTINGS SHOULD BE PROVIDED**

- a) Rear View Mirrors inside and Outside of heavy duty adjustable convex type should be provided with good quality brackets on the exterior panel and Interior Saloon at places convenient to the driver to see the traffic coming from rear as per AIS 052 bus code and OEM Standards.
- b) Front bumper shall be fabricated with minimum 3mm MS sheet/FRP. and as per AIS 052 bus code revised up to date specifications.
- c) One step with minimum 10G aluminum chequered shall be provided at the centre of the front bumper to facilitate the driver to clean the wind screen along with handle in the center to hold.
- d) Retro Reflective tape should conform to AIS 090 code. It should to be pasted on front bumper, rear bumper & both sides of the full body in the size, color & specification as per AIS90 & AIS 052 revised up to date.
- e) Drop forged Ring Type toe hook shall be provided on the front bumper at the centre position.
- f) One sun visor to be fitted on the driver side.
- g) Warning triangles/reflectors to be fitted as per AIS code.
- h) step shall be provided near driver door and near Emergency Door.
- i) Diesel tank neck cover shall be provided (flap type) with one tower bolt.
- j) **Two Rubber/Aluminium buffer rail (rub rail) shall be fitted one on the anti drumming rail other on the skirt rail. Rubber/ Aluminium buffer shall be secured with pop rivets and clamped with 2 suitable clamps in each bay. At the ends suitable closing ends shall be provided.**
- k) The rear number plates should be fixed as per OEM and CMVR Standards.
- l) **10mm thick NUPRIN rubber mat at pedal floor, duly aluminum beaded should be provided.**
- m) 2 Nos. Guard Rails to be provided near to the passenger doors for the convenience of passengers for boarding.

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**27. PAINTS:**

- (a) All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. The Polyurethane (PU)/ Metallic paints conforming to AIS 052 bus code as applicable shall be used for exterior painting of the bus including interiors of the bus. Colour scheme shall be provided by Chandigarh Transport Undertaking. Details of paints used, surface treatment & preparation, corrosion prevention treatment, base primer coating, number of paint coats to be applied etc shall be provided by the successful Bidder.
- (b) All exterior surfaces shall be smooth & free of wrinkles & dents. Exterior surface to be painted shall be properly prepared as required by the paint system supplier, prior to application of paint to assure a proper bond between the basic surface and succession coat of original paint for the service life of the bus. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:
- A. Blisters or bubbles appearing in the topcoat film.
  - B. Chips, scratches, or gouges of the surface finish.
  - C. Cracks in the paint film.
  - D. Craters where paint failed to cover due to surface contamination.
  - E. Overspray.
  - F. Peeling.
  - G. Runs or sags from excessive flow and failure to adhere uniformly to the surface.
  - H. Chemical stains and water spots.

**28. COLOUR SCHEME AND GRAPHICS:**

PU PAINTS/ METALLIC PAINTS shall be used. Colour scheme shall be approved by this undertaking separately. All mandatory signage as required as per bus code AIS 052 revised up to date have to be provided.

Exterior, interior colour schemes to be painted and logo/ graphics design will be intimated to the successful Bidder before the completion of panelling of the proto type bus. It will be responsibility of successful bidder who shall take instructions from this undertaking for such details.

**29. PROTECTION TREATMENT AND PAINTINGS:**

It should be as below :-

- a) The Epoxy coating & paint shall be of approved specifications.
- b) All joints shall be applied with liberal coat of epoxy compound on the meeting area of both the compartment to protect against corrosion before assembly.
- c) Wherever aluminum is joined to steel or dissimilar metals same shall be covered with thick layer anti corrosive body compound.
- d) The entire surface of bus body under floor exposed to the ground shall be covered with thick layer anti corrosive body compound.
- e) All the joints on the exterior roof paneling shall be made water proof by liberal application of silicon sealing compound on both the meeting surfaces before assembling.
- f) All the Aluminum paneling's shall be suitably treated as per approved process before painting to ensure proper paint adhesion before fitting.
- g) All paneling after fitting shall be under final painting.
- h) Surface and stopper (putty compatible to paint) shall be applied on all hand beaten and dented panels to fill up all the unevenness so as to have present smooth surface for painting. However, the amount of putty used shall be minimum and efforts shall be made to obtain proper finish by better workmanship of various jobs before painting.
- i) Sufficient drying time between each successive coat shall be allowed as per the recommendations of the Paint Manufacturers.
- j) Each coat except the final finish coat shall be suitable attired and washed down with sand paper and water before applying the next coat.

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**30. GENERAL DIRECTION:**

- A.
- B. The vehicle shall be road tested before final inspection for the following possible defects: I. Dust proofness  
II. Rattle proofness of windows, body panels, parcel racks doors, seat frames, dash board etc.
- C. Following workmanship must be carefully followed:  
I. All casting must be truly formed and free from visible blowholes. II. All the bolts and rivets should be well fastened.  
III. All welded joints must be chipped and well ground to get smooth surface. IV. Sharp corner should be ground and made smooth.  
V. Whether pitch between rivets / bolts are not specified, it shall be 100mm.  
VI. Before commencement of the bus body fabrication all the important units of chassis i.e. alternator, self starter, radiator, tyres, batteries, plastic air pipes etc. to be protected to prevent from damages due to welding, drilling, cutting, hammering, riveting, falling of metal scraper dust particles etc.  
VII. Cleats shall be degreased by duly immersing in soda/detergent water after punching without fail.  
VIII. Cleats shall be degreased by duly immersing in soda/ detergent water after punching without fail  
IX. All the corner joints in the saloon area should be properly covered with aluminum extruded sections or other suitable material.
- D)
- I. OEMs are requested to offer complete stages for inspection. They are bound to use only specified material while fabricating the buses. The material used in the body shall be got tested though ARAI/ICAT/CIRT or other recognized laboratory specified by Govt. of India.  
II. In case it is noticed that material used in the bus body does not conform to the specifications, testing charges shall be recovered from the body builders. In case of failure of such samples of non-specified material, 100% cost of material used in that lot i.e. work order shall be recovered from the body builders.
- F) Bidders should fabricate the bus body as per AIS 052 code and CMVR to ensure that there should be no problem in registration of Buses in Chandigarh.
- g) The workmanship of complete bus should be neat and clean. The corners should not have sharp edges and should be covered with aluminium extruded sections or other relevant material.
- h). All the joints should be covered with suitable material like aluminium extruded sections or other material.

**Bus Body confirming to Standard Specifications:-**

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

BIS Standards are available from Bureau of Indian Standard, Manak Bhawan, 9-Bahadur Shah Zafar Marg, New Delhi-110002. Web site: <http://www.bis.org.in>. Similarly, AIS 052(Revision 1 or upto date) & other code Standards are available from Automotive Research Association of India, Post Box No.832, Pune -411 004. Web site: <http://www.araiindia.com>. ASRTU Specifications are available from Association of State

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Road Transport Undertakings, Plot No. 4-A, PSP Block, Pocket-14, Sector-8, Dwarka,  
New Delhi-110075. Web site: <http://www.asrtu.org>, E-mail address:  
[asrtu@de12.vsnl.net.in](mailto:asrtu@de12.vsnl.net.in).

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## LIST OF MATERIAL AND SPECIFICATION FOR FABRICATION OF BUS BODIES

S.NO.	NAME OF ITEMS	SPECIFICATIONS (or As per latest AIS bus code)	SUGGESTED SOURCES
1.	Aluminum sheets	IS:737:1966 (3R)(up to latest)	M/s. HINDALCO M/s. BALCO M/s NALCO
2.	Alum. Extruded Sections	IS:733:1993)(up to latest)	M/s. HINDALCO M/s. INDAL M/s.BALCO M/s NALCO
3.	<b><u>MS/GI sheets</u></b> a) CRCA Sheets 1mm to 2mm b) HRCA Above 2mm	IS:513: 1986)(up to latest)	M/s. SAIL M/s. TISCO M/s. IISCO
4.	M.S. Channel 50x100x50x6mm 40x75x40x6mm	As per latest AIS/BIS specification	---do----
5.	<b><u>M.S. Angle</u></b> a) 75x75x6mm b) 50X50X6mm	IS:2065:1984)(up to latest) IS:808:1984)(up to latest)	M/s. SAIL M/sTISCO M/s IISCO
7.	CR Galvanized Rectangular/Square pipe 60x40x2mm 40x40x2mm	As per latest AIS/BIS specification	
8.	<b><u>Glasses:</u></b> a) Front wind screen 8.0 mm thick float glasses Curved. „AA“ Quality Laminated Safety glass, Clear wave Free b)Rear wind screen Glass 6.0 mm thick „A“ quality c) Window Glasses5.0 Tinted light grey/green	As per latest AIS/BIS specification	
9.	EPDM Rubber Profiles 38mm & Window Profile	As per Bus Code AIS-052	

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10.	Flooring Chequered.	Alum.	AS:319:64:2002(up to latest)	M/s. HINDALCO M/s.BALCO M/s NALCO
11.	Wiper Machine 24 V		AIS-052 ARAI APPROVED	
12.	Passenger Seats Seat3X2Config. Readymade Passenger Seats	Fix Bus	AIS023 & AIS052, ARAI APPROVED	As per approval of CTU
13.	Driver seats		----do---	----do---
14.	Paints P.U		As per latest AIS/BIS specification	M/s Dupont Paints M/s Asian Paint M/s Berger Paints
15.	Chassis U bolt draw bar high Gr.8.8 16mm Dia  <b><u>Bolts &amp; Nuts</u></b> a) Bolts High Hexagonal bolt, thread b) Nuts Nyloc vibrative	White high tensile  Tensile fine anti-	AS:166:56 March,98(upto latest)  IS:1366:1984(up to latest) IS:1364:1983)(up to latest)	
16.	Al. Alloy solid rivets		NR-5 As per IS:740 :1977(up to latest)	
17.	Al. Blind rivets		NR 6, AS:226 :R91(up to latest)	
18.	MS Solid rivets6mm Dia		IS:2155:1964 (up to latest)	
19.	GP Sheet plain and Corrugated		IS :277:1985)(up to latest)	M/S SAIL M/S Tisco
20.	ERW Steel pipe1.6 & 2mm thick(dia as per required)		IS:3601:1984)(up to latest)	
21.	<b><u>Electric Item:</u></b> a) LT Wire 4 mm & 6 mm Size b) Battery Cable Size 325/0.45mm		As per Bus Code AIS-052	
22.	Head light LED		As per latest AIS/BIS specification	
23.	Wiper Arms & Blades Heavy Duty Link length 500 mm		As per latest AIS/BIS specification	
24.	LED Lights in saloon		As per latest AIS/BIS specification	M/s. Phillips M/s. Power Electronics

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25.	Tar felt 2mm thick	As per latest AIS/BIS specification	M/S Shalimar Tar Products
26.	Electrical Switch	As per latest AIS/BIS specification	
27.	Anti drumming compound	As per latest AIS/BIS specification	
28.	Balata Packing 8mm thick	As per latest AIS/BIS specification	
29.	Mig Welding wire	As per latest AIS/BIS specification	
30.	Steel screw of various	As per latest AIS/BIS specification	
31.	Carriage bolts	As per latest AIS/BIS specification	
32.	Heavy duty door locks	As per latest AIS/BIS specification	
33.	Grab Handles 300/12mm thick Chromium plated single Piece	As per latest AIS/BIS specification	
34.	Brackets & drop forged Hinges.	As per latest AIS/BIS specification	
35.	Toe hook forged	As per latest AIS/BIS specification	
36.	Window latches Heavy duty forged	As per latest AIS/BIS specification	
37.	Railway type lock 6mm heavy duty forged	As per latest AIS/BIS specification	
38.	Tower bolts	As per latest AIS/BIS specification	
39.	Thermocole 40mm & 20mm thick	As per latest AIS/BIS specification	
40.	Terrene felt 4 mm thick	As per latest AIS/BIS specification	

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## **Submission of Design**

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

## **Bus Body confirming to Standard Specifications:-**

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

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

## **Workmanship**

Workmanship during fabrication of bus must be carefully followed:

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

**SECTION VII: (ii) DETAILED INFORMATION ON TECHNICAL SPECIFICATIONS  
FOR TYPE OF BUS**

**1. SCOPE**

1.1 The bus design shall be energy efficient, environment friendly, safe and secured for transportation of passengers besides the following main attributes among others:

- I. Passenger comfort.
- II. Ergonomically designed driver's work area.
- III. Ease of repair and maintenance.
- IV. Aesthetically designed interiors and exteriors.
- V. Ease of boarding and alighting for all passengers.

1.2 Salient technical specifications of the bus are to be provided by the Bidder and the same shall form a part of "**Technical Bid**".

1.3 Additional aspects pertaining to the Technical Specifications.

1.4 CTU Logo along with complete name of this Undertaking be mentioned on both sides of the buses

**2. TOOL KIT**

The complete list of tools in the tool kit to be supplied with every bus shall be provided to the Purchaser.

**3. INSPECTION AND TESTING**

The bus will be inspected at various stages of fabrication by the Purchaser's representative at the manufacturer works.

**4. SOFTWARE FOR MAINTENANCE SPARE AND MATERIALS**

The Bidder shall provide, after completion of Comprehensive Maintenance, one set of the Software (for diagnosing defect in bus) for maintenance along with necessary hardware (i.e. OBD diagnostic tool) and details of the components/spares along with List Price with discounts if any required for maintenance of the buses. The Bidder shall also provide Manual of Spare-Parts (along with prototype bus) with details of O/E Manufacturers/Suppliers of each part with drawings/electrical circuits etc. and specification thereof.

**5. STATUTORY REQUIREMENT**

The Bidder shall meet all statutory requirements in respect of each and every item of the bus.

**SECTION VII I 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, test and commission and CMC the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in Financial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the Make/Model as the quantity of the buses offered are given in the Annexure. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in Format (indicated in the Technical Specifications).
2. We undertake, if our Bid is accepted, we shall commence the 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 Comprehensive Maintain for satisfactory working of the buses/fulfill our obligations under the Warranty for the period as per RFP Document.
3. If our Bid is accepted we will furnish a Bank Guarantee for Performance as Security for the due performance of the Contract.
4. We have independently considered the amount shown in 'General Conditions of Contract' as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
5. We agree to abide by this Bid for a minimum period of 180 days from the date of 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 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. We understand that you are not bound to accept the lowest or any offer you may receive against this bid. We also agree that you may change/modify the evaluation criteria as specified in the RFP document.

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

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2023

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

Address

**Witness**

**Signature of Bidder**

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

**FORMAT FOR PRICE/ FINANCIAL BID FOR BUS**

Tender Inviting Authority

Name of the work: PURCHASE OF 60 NOS. FULLY BUILT-UP ORDINARY DIESEL BS-VI STAGE-II BUSES HAVING 5600-6200 MM WHEEL BASE FOR INTER CITY OPERATIONS WITH COMPREHENSIVE MAINTENANCE CONTRACT OF 10 YEARS.

Contact No of the bidder.

Name of the bidder:

## DETAIL OF PRICE BID

S. No.	Description	Price in Rs. (To be quoted by Bidder excluding GST)
1	Unit Cost of FULLY BUILT-UP ORDINARY DIESEL BS-VI STAGE-II BUSES HAVING 5600-6200 MM WHEEL BASE (X1)	
CMC Cost		
S. No.	Description	Price in Rs. (To be quoted by Bidder excluding GST)
1	Comprehensive Maintenance Cost per bus for 1st Year	
2	Comprehensive Maintenance Cost per bus for 2nd Year	
3	Comprehensive Maintenance Cost per bus for 3rd Year	
4	Comprehensive Maintenance Cost per bus for 4th Year	
5	Comprehensive Maintenance Cost per bus for 5th Year	
6	Comprehensive Maintenance Cost per bus for 6th Year	
7	Comprehensive Maintenance Cost per bus for 7th Year	
8	Comprehensive Maintenance Cost per bus for 8th Year	
9	Comprehensive Maintenance Cost per bus for 9th Year	
10	Comprehensive Maintenance Cost per bus for 10th Year	
	Net Present Value (NPV) @ 7% (Y1)	
	Effective value per bus for calculating Lowest 1 (X1 + Y1)	
	Effective value for 60 buses for calculating Lowest 1 = $60 * (X1 + Y1) = Z1$	

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

**Note:-**

1. Tender shall quote Unit Price including transportation charges, toll charges, insurance charges, training charges, temporary registration charges or any other charges from contractor Manufacturing Unit to destination CTU, workshop Chandigarh and any other financial component defined in RFP but excluding GST along with CMC.

Signature of the Bidder

**PROFORMA FOR EARNEST MONEY/BID SECURITY**

To

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

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

1. The Bidder shall furnish Bid Security (hereinafter also referred to as “Earnest Money Deposit” (EMD) of Rs.50,00,000 (Rupees: Fifty Lakh only), for buses as part of his Bid. Bid Security shall be sealed in a separate sealed envelope super scribed “Earned Money Deposit” for Bid due on \_\_\_\_\_ upto 14.00 hours.
2. The Earnest Money Deposit (EMD) with validity period of at least 180 days beyond the date of opening of technical bid should be in the form of Bank Guarantee/FDR drawn in favour of Director Transport, UT – cum- Divisional Manager, Chandigarh Transport Undertaking, Chandigarh payable/en-cashable at Chandigarh of any nationalized / Scheduled / Commercial Bank, operating in India.
3. Detail of EMD submitted
4. Bank Name \_\_\_\_\_
5. Bank Guarantee detail (if any)\_\_\_\_\_
6. Any Bid not accompanied with valid Bid Security / EMD in the acceptable form will be liable to be rejected by the Purchaser considering it as non-responsive.
7. No interest will be payable by the Purchaser on the bid security in any case..
8. The Bid Security is liable to be forfeited if the Bidder withdraws amends, impairs, or derogates from the bid in any respect within the period of validity of its bid. The decision of Purchaser in this respect shall be final and binding.

**SIGNATURE OF \_\_\_\_\_ AUTHORIZED REPRESENTATIVE OF  
THE BIDDER**

**PROFORMA OF CONTRACT AGREEMENT**

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

WHEREAS the Purchaser is desirous that certain Goods and Services should be provided by the Contractor, viz. Supply, Testing & Commissioning of 60 Ordinary Buses with COMPREHENSIVE MAINTENANCE CONTRACT OF 10 YEARS and their maintenance under prescribed warranty period of \_\_\_\_\_ years or KMs whichever is later and has accepted the Bid submitted by the Contractor for these goods and services.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as well as all the terms and conditions of \_\_\_\_\_'s RFP no. \_\_\_\_\_ by & the Contractor's bid no. .... Dated ..... shall be deemed to form and be read and constructed as part of this Agreement, viz:

- Instructions to Bidders
  - General Conditions of Contract
  - Technical Specifications
  - Prices Schedules as submitted by Contractor/Bidder along with their Bid
  - Contractor Bid No..... dated \_\_\_\_\_
  - Letter of 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 Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the buses and services and guarantees the same to be in conformity in all respects with the provision of the Contract.
  
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of 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 Purchaser

On behalf of the Contractor

In the presence of

In the presence of

Witness..... Witness

..... Name.....

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

Address.....

**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 purchaser \_\_\_\_\_ government or any other agencies against with the procurement process or indulged in any other corrupt or fraudulent practice in securing the Contract.

DEPONENT

**Verification:**

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

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

DEPONENT

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



**ANNEXURE-8**

**PROFORMA FOR PERFORMANCE STATEMENT**

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

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

i) Details may be given for all types of Bus Chassis /Complete Buses supplied by the Bidder in past Three years.

- Details are to be furnished for the supplies made by the Bidder in previous Three years (ending on 31<sup>st</sup> March 2023 ) prior to the year in which the date of Opening of Bid falls.

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

**SIGNATURE AND SEAL OF THE BIDDER**

**Provisional Acceptance certificate**

Name of the Bus

Manufacturer \_\_\_\_\_ Place of receipt \_\_\_\_\_

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

Type of Bus: \_\_\_\_\_ Date of receipt \_\_\_\_\_

The fully built bus has been received subject to the final inspection to be carried out jointly with the authorized representative of M/s \_\_\_\_\_ However, the following observations made during the preliminary Inspection at the time of receipt of the above said Bus.

1) Shortage of Loose Items, if Any

2) Shortage of Documents, if any:

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

(Authorized representatives of C.T.U)

**Final Acceptance Certificate**

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

Name of the 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**  
On behalf of Purchaser

**Singed on behalf of Contractor/ Bidder**

(i) Witness .....

(i) Witness .....

(ii) Witness .....

(ii) Witness .....

**Format of Letter of Bid Acceptance**

**[To be issued by the Authority]**

To:

Date: \_\_\_\_\_

Kind Attention: \_\_\_\_\_

**Subject: Letter of Bid Acceptance for PURCHASE OF 60 NOS. FULLY BUILT-UP ORDINARY DIESEL BS-VI STAGE-II BUSES HAVING 5600-6200 MM WHEEL BASE FOR INTER CITY OPERATIONS WITH COMPREHENSIVE MAINTENANCE CONTRACT 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 Design, Manufacture, Supply and Commissioning of Diesel fuelled fully built \_\_\_\_\_ meter long No. ("**Project**") \_\_\_\_\_ dated \_\_\_\_\_, the following price of offered in your Price Bid from amongst the bids submitted and is hereby accepted by the

Director Transport, UT, Chandigarh:

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

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

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

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

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

WM-I

LO-II

AO-II

AO(H)

GM-III

**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:-

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

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

1. I, the undersigned, is duly 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 has not been blacklisted/ debarred/ 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 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)

**CHANDIGARH TRANSPORT UNDERTAKING  
CHANDIGARH**

**IMPORTANT INSTRUCTIONS**

1. All the instructions contained in the Tender documents are important and required to be complied with.
2. In addition to uploading of scanned copies of all the requisite documents online as per Tender documents, the Bidder is also required to submit the EMD as per tender physically on or before the closing date of bid mentioned in the Tender Notice.
3. The Earnest Money Deposit of **Rs. 50.00 Lakh (Rupees: Fifty Lakh only)** in the shape of Account Payee Bank Guarantee/FDR from any of the Scheduled/Commercial banks, drawn in favour of the **“Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh”** payable at Chandigarh. Earnest Money in any other form is not acceptable and the bid shall be liable to be treated as invalid.
4. Price Bid should be quoted in the **Electronic Formats only** i.e. the Financial Bid.

**CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER**

Sr. No.	Particulars	Reference page
1.	Name of the bidding manufacturer 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.	
3.	Copies of Chassis Manufacturer's Certificate/Undertaking	
4.	Attested copy of valid PAN/TAN and GST Nos. issued by the Competent Authority in respect of the bidder.	
5.	EMD of Rs. 50,00,000/- by way of Account Payee Bank Guarantee/FDR in favour of <b>Director Transport, U.T. –cum – Divisional Manager, CTU, Chandigarh</b> payable at Chandigarh. (Annexure 5)	
6.	Signed copies of the technical bid confirming bidder accepting all the terms and conditions of the tender.	
7.	An affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer /bidding firm. (Annexure 12)	
8.	Undertaking/copies of experience certificate of last three (03) years of manufacturing and supply of buses.	
9.	Purchase orders and performance certificates for supply of buses in single or multiple order to any STU as per terms of RFP.	
10.	Documentary evidence in support of having manufacturing facilities and plant duly supported with certificates of having accredited as per relevant AIS and IS Standards.	
11.	Any deviation from the “Instructions to Bidders” GCC and SR (Annexure 1).	
12.	Any deviation from the Technical specifications (Annexure 2)	
13.	Statement to be certified by the Chartered Accountant in practice regarding average annual turnover of Rs. 25 crores for preceding 3 financial years ending 31.03.2023 and supported with audited Balance Sheets and Income Tax returns for the relevant financial years.	
14.	Net worth of more than Rs. 20 crore as on 31.03.2023 to be certified by the Chartered Accountant in practice or Company Secretary in practice.	
15.	Any other relevant information.	

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

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

**Annexure 14**

**COMPREHENSIVE MAINTENANCE CONTRACT OF FULLY BUILT UP BUS (INCLUDING LABOUR, SPARES, TYRES ETC)**

Daily maintenance activities: Following activities will be carried out under daily maintenance

- a) Driver complaint attention
- b) Tyre pressure checking as per the program
- c) Sweeping mopping dusting of all buses
- d) Washing of buses as per the program
- e) Routine checking of the buses along with issuing fitness certificate to each and every bus.



**Annexure- 15**

Fines and penalties

<b>Sr.No.</b>	<b>Deficiencies noticed</b>	<b>Penalties</b>
1	Cancellation of complete schedule due to non-availability of the bus (subjected to less than 90% of availability of the buses)	1 <sup>st</sup> & 2 <sup>nd</sup> Year: Rs.8,000/- per bus 3 <sup>rd</sup> & 4 <sup>th</sup> Year: Rs.10,000/- per bus 5 <sup>th</sup> & 6 <sup>th</sup> Year: Rs.12,000/- per bus 7 <sup>th</sup> & 8 <sup>th</sup> Year: Rs.14,000/- per bus 9 <sup>th</sup> & 10 <sup>th</sup> Year: Rs.16,000/- per bus
2	Buses late out shedding due to non-availability of bus	Rs. 200/- per bus per hour
3	Non attention of preventive maintenance schedule buses within 03 days of due date	Rs.500/- per bus per day
4	Non attention of the breakdown bus on the line with in 01 hrs within city limits and 3 hrs outside limits	Rs.300/- per bus per day
5	Repeated breakdown of the bus for the similar defect due to inferior quality of workmanship/spare parts (the breakdown occurring twice in a week)	Rs.1,000/- per bus per Incident
6	Non attention of daily maintenance schedules such as engine oil checking, coolant checking, driver complaint	Rs.200/- per day
7	Non attention repeated driver complaints (complaint repeating more than 3 times in week)	Rs.300/- per bus
8	Breakdown enroute	Rs.1,000/- per bus per Incident
9	Shoddy work due to inferior quality of workmanship affecting the aesthetics of the bus	Rs.200/- per bus per day
10	Improper Washing	Rs.100/- per Incidence

WM-I

LO-II

AO-II

AO(H)

GM-III

**TENTATIVE ROUTES**

(Subject to change as per need of CTU)

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

**TENTATIVE ROUTES:**

Sr. No.	Routes
1.	Chandigarh to IGI Airport, New Delhi
2.	Chandigarh to Amritsar
3.	Chandigarh to Manali
4.	Chandigarh to Shimla
5.	Chandigarh to Dehradun
6.	Chandigarh to Bathinda
7.	Chandigarh to Ludhiana
8.	Chandigarh to Katra
9.	Chandigarh to Hisar
10.	Chandigarh to Rohtak
11.	Chandigarh to Patiala
12.	Chandigarh to Una
13.	Chandigarh to Yamunanagar
14.	Chandigarh to Jaipur
15.	Chandigarh to Khattu Shyam
16.	Chandigarh to Dharamshala
17.	Chandigarh to Haldwani