

2016

**URBAN TRANSPORT DIRECTORATE,
GOVERNMENT OF UTTAR PRADESH**



**REQUEST FOR
PROPOSAL FOR THE
PROCUREMENT OF
BUSES**

TENDER DOCUMENT

For

Procurement of new buses with Annual Maintenance Contract (AMC) of ordinary 287 Non Air Conditioned, Mini/Midi, Fully Built Buses, driven on CNG/DIESEL as fuel, capable of operating smoothly up to around 50⁰C ambient temperature and conforming to AIS 052 Bus Body code and UBS-2 (as amended from time to time) .

**Tender No.: CNG/DIESEL Fully Built Mini/Midi Bus/-02/2016
(Two Bid System)**

**Last Date of submission of Tender Form As Prescribed in the Advertisement
(Technical/Financial)**

Date of opening of Technical Bid Will be informed subsequently

TENDER NOTICE

Tenders are invited from original vehicle manufacturers for the procurement of Fully Built Ordinary Buses. The brief specifications are given as under:-

Particulars	Quantity
<p>TECHNICAL BID & FINANCIAL BID FOR PROCUREMENT OF BUSES WITH AMC:</p> <p>Ordinary, non-air-conditioned, Mini/Midi, Fully Built Buses, driven on CNG/DIESEL as fuel, capable of operating smoothly up to around 50⁰C ambient temperature. These buses are to be fully equipped with VTS/ITMS/Camera connections for recording inside the bus along with digital destination Board on front & rear and inside of the bus as specified in Urban Bus Specification-2 & Confirming to AIS-052 Bus Code or any other subsequent specifications and revised standards for Urban Buses.</p> <p>All the buses with BS-IV specifications have to be in line with UBS-II.</p>	<p>287 Nos.</p> <p>(176 CNG & 111 DIESEL)</p>

1. Tender form must be filled as per the guidelines.
2. Each tender must be submitted on the Tender Form and Bill of Quantity with Additional Terms and Conditions duly filled, each page signed and stamped together with Earnest Money deposit of Rs. 1.10 Crore in the form of Demand Draft or Bank Guarantee of Nationalized Bank valid for three year from the date of Tender in favour of “**Director, Urban Transport Directorate UP**” payable at Lucknow along with Tender Form in a separate envelope.
3. Tenders which are not submitted along with tender fee, Earnest Money Deposit (EMD) in the proper way, shall deemed to be considered as INVALID.
4. Firms are requested to submit “**TECHNICAL & FINANCIAL BIDS SEPARATELY**” in Separate Envelope.
5. Technical bid and financial bid along with one separate envelope containing Demand Drafts of earnest money deposit (EMD) shall be sealed in a big envelope and same shall be submitted as prescribed in the Advertisement.

6. Financial Bids of only those Bidders will be considered, who qualify the technical bids.
7. Tender Form shall be downloaded from the site mentioned in the Advertisement.
8. Last date for submission of Tender would be as mentioned in the Advertisement.
9. The date and venue of the opening of Technical bid shall be intimated subsequently.
10. Please do visit the websites indicated in the Advertisement for updates.
11. URBAN TRANSPORT DIRECTORATE, GOVERNMENT OF UTTAR PRADESH Lucknow, reserves the full right to increase/decrease the procurement of number of buses and revise specifications if required or to reject any tender or the tendering process without assigning any reason on or before last date of submission of tender or finalization of bid and even thereafter.

Director
Urban Transport Directorate,
Uttar Pradesh

From,

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To,

DIRECTOR
URBAN TRANSPORT DIRECORATE,
GOVERNMENT OF UTTAR PRADESH
LUCKNOW- 2260001

Subject: Tender for the procurement of Buses with Annual Maintenance Contract (AMC) of non-air-conditioned, Mini/Midi, Fully Built Buses to be operated on CNG/DIESEL as fuel, capable of operating smoothly up to around 50⁰C ambient Temperature and conforming to UBS-2 specifications and AIS-052 Bus Body Code.

Dear Sir,

With reference to your Tender Notice published in the newspaper Dated: and on your web site, I/We hereby tender to supply of non-air-conditioned, Mini/Midi, Fully Built Buses to be operated on CNG/DIESEL as fuel, capable of operating smoothly up to around 50⁰C ambient temperature and Conforming to UBS-2 specifications & AIS-052 Bus Body Code to URBAN TRANSPORT DIRECTORATE, GOVERNMENT OF UTTAR PRADESH Lucknow as per bill of quantity and Terms and Conditions enclosed.

I/We have read the Terms and Conditions of tender as given in Tender Form, and agree to abide by them.

An earnest money of Rs. 1.10 Crore (in words Rs. One Crore and ten lakhs only) in the form of Demand Draft/Bank Guarantee No. Date is enclosed along with the Bill of Quantity, Terms and Conditions. Each page of Tender Form is duly signed and stamped. The security in the form of earnest money deposit (EMD) can be forfeited by UTD, GoUP if I/We fail to fulfil the conditions of tender, in case the work order is given or the offer is withdrawn by me/us unilaterally.

Yours faithfully

(SIGNATURE OF TENDERER IN FULL)
(WITH FULL NAME &STAMP)

Contd.....

1. Signature of Witness

Address:

Date:

2. Signature of Witness

Address:

Date:

Note: Tender form contains----- Pages, includes bill of quantity, Annexures, Technical Specification and General Terms & Condition of Urban Transport Directorate, GoUP Lucknow.

GENERAL TERMS AND CONDITIONS

General Terms and Conditions of the tender for the supply of the items mentioned in the bill of quantity, to Urban Transport Directorate, GoUP, Lucknow are given below:

1. Tenders are invited for the supply of new buses with Annual Maintenance Contract (AMC) of Ordinary Mini/Midi Fully Built Buses operated on CNG/DIESEL as per specification laid down in UBS-2 Code and also conforming to AIS-052 Bus Code or subsequently amended norms/specifications if any. Bidder firms should be accredited by ARAI or any Govt. of India approved agency. The bidders have to submit documentary proof/certificate issued regarding workshop accreditation and bus body design approval as per specifications mentioned in the bill of quantity. The Tender offer shall remain valid for acceptance by the Directorate, for a period of 12 months commencing from the date of opening of the Tender.
2. Tender form must be filled as per the directions.
3. **Definition of Contractor & Purchaser**
 - 3.1 Contractor/Bidder/Tenderer means the person, firm or company with whom the contract for the supply and AMC is placed and shall be deemed to include its Successors (Approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the Contract.
 - 3.2 Directorate- means Urban Transport Directorate, Government of Uttar Pradesh.
 - 3.3 And “Purchaser” means Director, Urban Transport Directorate or his authorized representative/ representatives.
 - 3.4 Director-means Director, Urban Transport Directorate, GoUP.
4. **EARNEST MONEY DEPOSIT (EMD):**

A sum of Rs One Crore Ten Lakhs in the form of Demand Draft or Bank Guarantee from any nationalized bank valid for three year from the tender date in favour of DIRECTOR, URBAN TRANSPORT GOUP Lucknow giving reference of the Tender Number. The same should be submitted as EARNEST MONEY along with tender document.
5. The *tenderers* shall submit Tender in two parts i.e.

Part-I: Technical Bid shall comprise of the Form of Tender along with General Terms and Conditions, Specifications, Drawings & photographs, if required and all other documents as well as all technical information required in accordance with the Tender Documents. Prices shall not be mentioned anywhere in Part-I.

Part-II: Financial Bid shall contain the Price Schedule only in the prescribed format. All details except for the price shall be furnished in the *Technical* bid.

6. Earnest money deposited with tender document will be forfeited if the Tender is withdrawn within the period of its validity of 12 months from the date of opening of Tender.

7. **ADDRESSING TENDER**

The Technical & Financial Bids of the Tender should be separately kept in envelope super scribing TECHNICAL BID & FINANCIAL BID.

8. Bidders are required to submit original Tender document *through registered post only* including the envelopes containing **TECHNICAL BID, FINANCIAL BID, Demand Drafts of Tender Fee & specified Earnest Money Deposit.**

9. Tender document should reach our office at Lucknow (Room No. 720, 7th. Floor, Indra Bhawan, Lucknow-226001) on or before the tender closing time and date as mentioned in the tender notice. Our office shall not be responsible for any postal delay or otherwise any other delay if any and tender received after the specified time and date shall not be entertained.

10. **OPENING OF BIDS**

The tender/ bid documents shall be opened on specified time, date and place as mentioned in the Tender notice or subsequently informed by Directorate. The same would be opened in the presence of BIDDERS or their AUTHORISED REPRESENTATIVES who may wish to be present with prior information to this office.

11. **ACCEPTANCE OF TENDER**

The URBAN TRANSPORT DIRECTORATE, GOVERNMENT OF UTTAR PRADESH is not bound to accept the lowest or any Tender and neither it is bound to assign any reason/reasons for rejection of the tenders. However, tenderer on his part is bound by his offer.

12. EARNEST MONEY OF UNSUCCESSFUL TENDERS

Earnest money deposited by the unsuccessful Bidders will be returned as soon as possible after the Tender has been finalized.

13. DISCHARGE OF TENDER CONDITIONS

The Director, Urban Transport Directorate(UTD) reserves the right to reject any Tender which does not confirm to one or any of the above mentioned instructions or which does not accept the conditions laid down by URBAN TRANSPORT DIRECTORATE, UP.

14. PAYMENT TERMS AND SECURITY DEPOSIT:

The Bidders are required to give the acceptance of “60 days credit” payment terms.

15. If any Bidder withdraws his Tender before expiry of the period referred to in Clause-1 of general terms and conditions, URBAN TRANSPORT DIRECTORATE, UP may agree to allow such withdrawal, but in such a case Earnest Money deposited by the Bidders may be forfeited, in case of refusal to such withdrawal and acceptance of the Tender, if the bidder fails to perform his part of the contract, not only the Earnest Money deposited by the Bidders shall be forfeited, but the tenderer shall also invite other consequences of Breach of Contract.
16. Corrections, if any made by the Tenderer in the offer must bear date and initial of the Bidders.
17. DIRECTOR, URBAN TRANSPORT DIRECTORATE, UP reserves the right to accept the Tender in full or in part thereof in respect of valid Tender.
18. Tenderer should quote rates for fully built buses. For details regarding AIS-052 Bus Code refer to ARAI web site. Bidder is required to submit along with Technical bid details of buses intended to be supplied, showing all dimensions such as wheelbase, overall length, drawings of bus body seating arrangement etc. All dimensions should conform to CMVR/U.P. Motor Vehicle Rules, AIS-052 Bus code and other relevant rules. Base model should have approval of ARAI. **It will be the responsibility of the Bidder to get the vehicle registered in Regional Transport Office (RTO) in U.P.**
19. Bidder should also submit Ordinary Mini/Midi Fully Built CNG/DIESEL Bus details as per bill of quantity along with all standard fitments. Attach ARAI certification.

20. The Bidders have to submit proof of bus body design approval issued by ARAI or any approved Govt. of India agency and has to submit proof that the bus body fabrication workshop is accredited by ARAI or any approved Govt. of India agency at the time of proto type inspection of the bus.
21. All Fully Built Mini/Midi CNG/DIESEL Buses fitted with CNG/DIESEL engine *supplied*, will be subject to an inspection before being accepted by the Director, Urban Transport Directorate, UP or his authorized consignee/representative.
22. In all matters of dispute relating to this Tender the decision of the Director, Urban Transport Directorate, UP shall be final and binding on all Bidders.
23. The contractor shall arrange orientation training at various Depots, where these buses are to be stationed for operation, minimum for 3 days for drivers. Training will be provided free of cost as and when required by purchaser during and/or supply period.
24. Any other condition as per Bill of Quantity and Technical Specification and all Annexure enclosed shall also be treated as condition of Tender.
25. Any tender that does not contain all the information required according to the conditions stated above or the Bidder deviated from the above conditions on his own, shall be liable to be rejected.
26. Director, Urban Transport Directorate, UP reserves the right to alter any quantity of Fully Built Buses.
27. The Bidder bidding for Fully Built Buses has to quote separate rates for Mini & Midi buses and separately for buses propelled by CNG and DIESEL as fuel. Rates must be quoted in price schedule.
28. Rates quoted for Supply of fully Built Mini/Midi will be F.O.R. destinations basis.
29. In case there is an increase or decrease in Government Levies the same will be passed on to Directorate & vice versa.
30. Bidders should confirm and guarantee that the rates quoted, are lowest for similar quantity, specification, terms & conditions and that there are no other lower rates or discounts etc., (Excluding Statutory duties) quoted to any other STU's and/or Govt. Depts./Undertaking. In case of such default, the difference shall be recovered from Bidder, after the same is noticed by the purchaser. However, if this discerned, such lower rates will be deemed to be applicable from the date of tender.

31. Bidder is to submit technical details, warranty & Guarantee clause and Price Schedule only in the form attached with the Technical Bid and should also sign each of the pages.

32. **CORRUPT OR FRAUDULENT PRACTICES**

The Bidder and their respective officers, employees, agents and advisers shall observe the selected standard of ethics during the Tender process and subsequent to the issue of the Tender and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the Tender, the Authority (Director, Urban Transport Directorate, UP) may reject a Bid, withdraw the Tender and terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Tender Process. In such an event, the Authority (Director, Urban Transport Directorate, UP) shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) or Bid Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority (Director, Urban Transport Directorate, UP) under this Tender Document and /or the Agreement, or otherwise.

For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:-

- (i) “Corrupt practice” means (a) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the actions of any person connected with the Tender Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority (Director, Urban Transport Directorate, UP) who is or has been associated in any manner, directly or indirectly, with the Tender Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority (Director, Urban Transport Directorate, UP) , shall be deemed to constitute influencing the actions of a person connected with the Tender Process).

Or

- (ii) Engaging in any manner whatsoever, whether during the Tender Process after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Tender or Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority (Director, Urban Transport Directorate, UP) in relation to any matter concerning the procurement process.
- (iii) “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender Process.
- (iv) “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or properly to influence any person’s participation or action in the Tender Process.
- (v) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority (Director, Urban Transport Directorate, UP) with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Tender Process, or (ii) having a Conflict of Interest, and
- (vi) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Tender Process.
33. The Bidder shall submit an affidavit as per **Annexure-3**, that the firm bidding or their representatives have not been:-
- (a) Convicted of a cognizable offence by any Court of law with imprisonment for a term exceeding one year, or
- (b) Penalized rupees one crore or more for violation of the provisions of the Foreign Exchange Regulation Act, 1973 (46 of 1973) (since repealed) or the Foreign Exchange Management Act, 1999 (42 of 1999), or
- (c) Detained under the National Security Act, 1980 (65 of 1980) or the Narcotic Drugs and Psychotropic Substances Act, 1985 (61 of 1985), or
- (d) Adjudged guilty by the Stock Exchange Board of India or any other such Financial Regulatory Boards or Tribunals or Agencies, or

- (e) Found to be associated in any manner with an organized crime syndicate or its associate or with any Association declared unlawful under the Unlawful Activities (Prevention) Act, 1967 (37 of 1967) or any other law for the time being in force, or
- (f) Found to be connected with activities prejudicial to the National Security, is not considered for selection as vendor for supply of tendered items.

34. DISQUALIFICATIONS

Even though the Bidder meets the pre-qualifying Criteria, they could be disqualified if they have:-

- 34.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- 34.2 If it is found that Bidder's any previous contract anywhere was cancelled for his default in last three years.
- 34.3 Failed to provide any clarifications related thereto.
- 34.4 Where the Bidder has already submitted the Tender Document and is a member of an entity which has already submitted the technical bid/Tender document or vice versa.
- 34.5 If any member of an Entity is replaced or withdraws, except without prior written permission of Urban Transport Directorate, UP at any stage.
- 34.6 If any such information which would have entitled Urban Transport Directorate, UP to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified. Urban Transport Directorate, UP reserves the right to cancel the pre-qualification of the Bidder at any later stage, without assigning any reason thereof.
- 34.7 Where the applicant is a Joint Venture/ Partnership firm or an entity of similar nature, Urban Transport Directorate, UP may disqualify the entity for any of the reasons set out above, even if it applies in respect of only one member of the Entity.
- 34.8 Bidder who canvass or attempt to influence the pre/post-qualification or selection process shall necessarily be disqualified from the process at any stage.
- 34.9 Any entity which has been barred by Government of India/any State Government or any of its agencies from participating in tendering or otherwise and the bar subsists as on the technical bid submission date, would not be eligible to submit any technical bid document. Any Bidder who has earlier defaulted in payment to Urban Transport

Directorate, UP shall not be eligible to participate in process. A notarized affidavit to this effect shall have to be furnished by all Tenderer irrespective of their legal status.

34.10 Along with technical bids, bidders have to mandatorily proof documents certificate ARAI approvals, photograph and others as required/mentioned in Pre-provide hard copies of Qualification Questionnaire otherwise such bids may be disqualified.

35. Tyres fitted in chassis at the time of supply should not be more than 1 months old from date of supply of bus.

36. The Bidder has to provide guarantee for bus body and other body materials for a period of five years or 4 lakh kms whichever is later from the date of commissioning of the bus.

37. Bidder shall furnish the information and proof of past supplies and their satisfactory performance to Govt. Departments/ STU's.

38. TECHNICAL SPECIFICATIONS FOR AMC (ANNUAL MAINTENANCE CONTRACT)

38.1 The Bidder shall have to develop workshop facilities in all locations comprising to provide annual maintenance contract of the Bus during a minimum period of 5 years or 4,00,000 KMs, whichever is later including standard warranty period by bus manufacturer.

38.2 After the successful supply and commissioning of the Bus, the bidder shall provide maintenance and after sales service support for trouble free service on single point in each location during a minimum period of 5 years or 4,00,000 KMs whichever is later.

38.3 The Contractor shall be required to submit their comprehensive AMC offer for maintenance of bus up to 5 years or 4,00,000 KMs whichever is later for complete bus system inclusive of consumables, spare-parts, replacement of assemblies/subassemblies, systems etc. taking into account preventive/docking maintenance, normal wear & tear, major repairs/over hauling and break downs as well as limited accidental repairs (mechanical & body) up to 25,000/-, broken lights, repairing of lighting system and routine body repairs etc. inclusive of labour cost to ensure 98% availability on daily basis during first two years of AMC period and 97 % during remaining period of AMC. In case the bus is not made available for operation within one hour of the scheduled departure time as per the route

Chart of the Bus, the Contractor would be liable for a penalty to be calculated with the assumption that the bus would have plied minimum 200 kilometre in a day. This per day vehicle utilization of 200 would be multiplied with the average earning per kilometre and the amount so arrived would be fastened as penalty on the Contractor.

38.4 The Contractor shall be responsible for insurance of buses, statutory compliances required to establish workshop, compliances towards labour laws, compliances towards minimum wages act, compliances towards Motor Transport workers Act 1961 and any other requirement under Law of the land.

38.5 Each bus shall be under standard warranty offered by the bus manufacturer. Under AMC, during warranty period, the Contractor shall charge for providing comprehensive maintenance of the Bus, excluding servicing/spares-parts/consumables/labour cost etc. covered in warranty.

38.6 Minimum reasonable & justifiable rates including all taxes along with service taxes, if any on per Km. basis on year wise basis shall have to be quoted for the Bus for Annual Maintenance Contract (on account of comprehensive labour and consumables).

39. SETTLEMENT OF DISPUTE AND ARBITRATION-

Amicable Resolution

39.1 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 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 here below.

39.2 Either Party may require the Dispute to be referred to The Secretary, Urban Development Govt. of U.P. for amicable settlement. Upon such reference, both the Parties and the Secretary or his nominee shall meet at the earliest mutual convenience and in any event within 7 (seven) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 7 (seven) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

40. Arbitration-

- 40.1 Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996.
- 40.2 **Place of Arbitration** The place of arbitration shall be Lucknow.
- 40.3 **Language** The request for arbitration, the answer to the request, and the terms of reference, any written submissions, any orders and rulings shall be in English or Hindi and, if oral hearings take place, English or Hindi shall be the language to be used in the hearings.
- 40.4 **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. The arbitrator shall be appointed by Secretary Urban Development, Government of Uttar Pradesh.
- 40.5 **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.
- 40.6 **Fees and Expenses** The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid by the Bidder.
- 40.7 **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.

41. SECRECY

- 41.1 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.

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

42. WARRANTY

42.1 The Contractor/Bidder will be responsible for any defect or failure of Bus or equipment provided in these Bus due to defective design, material or workmanship, for operation of Bus as per standard warranty offered by the bus manufacturer applicable for each bus.

42.2 The Contractor/Bidder will ensure to supply the spare parts during the warranty/post warranty period and till the life cycle of the Bus.

43. INSPECTION OF BUS AT DESTINATION STATION

On receipt of the Bus at the place of delivery, the Bus shall be jointly inspected by the Contractor/Bidder and the Purchaser for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, occurred during the transportation of the Bus to the destination, if any shall be noted and the Contractor/Bidder shall be initiated for immediate rectifications. However, inspection of the individual bus shall be carried out by an authorized team / person at the supplier manufacturing unit before the dispatch of each bus and the Bus should be dispatched to the destination on obtaining satisfactory Inspection report from the Purchaser.

44. REMOVAL OF REJECTED BUS

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 Bus shall be removed by the Contractor/Bidder at his own cost within two weeks from the date of intimation of such rejection.

45. PAYMENT TERMS

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-

- Payment on delivery of Bus: 100% of the total value of the order at time of delivery of the vehicles in satisfactory condition preferably within 60 days from date of delivery. Howsoever, Director, Urban Transport, Directorate is entitled, empowered and authorised to defer the payment.

46. SERVICE MANUALS AND SPARE PARTS CATALOGUES

Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc., shall have to be provided along with the Bus free of cost.

SINGNATURE OF BIDDER

(WITH STAMP)

TECHNICAL SPECIFICATION FOR MINI/MIDI FULLY BUILT ORDINARY CNG/DIESEL BUS

- a. **STRUCTURE:** Bus Body structure should be fabricated with GI tubular Pipes. As per bus code AIS 052 (Revised up to date)
- b. **Flooring:** - Flooring of the bus has to be of minimum 3.15 mm Aluminium Chequered sheet having anti-skid design. As per bus code AIS 052 (Revised up to date)
- c. **Paint-** Only PU PAINT/ METALLIC PAINT shall be used. Colour scheme shall be approved by Urban Transport Directorate separately. Exterior, Interior colour schemes as required is to be painted and logo/ graphics design will be intimated to the successful Bidder. It will be responsibility of Bidder to take instructions from Directorate for such details. The Bidder shall provide the intimation on the seats for reservation for physically handicapped persons, ladies, senior citizens, other statutory information as per Directorate requirements and also the bidder has to provide necessary signage as per bus code AIS 052 (Revised up to date)
- d. **Panelling-** Interior, Exterior and Roof Panelling: Interior Panelling has to be done by PVC Laminated GI Sheet of 0.6mm thickness conforming to AIS 052 Bus code. In exterior Panelling Skirt panelling is to be done by 2.64mm (12gauge) Aluminium sheet & Stretch Panelling is to be done by 22 gauge GI Sheet. Roof Panelling is to be done by 18 gauge Aluminium sheet.
- e. **Wind Screen glass-** As per Bus Code AIS 052 (Revised up to date) specification. Wind screen glass should be single pcs.
- f. **Window Glass** - As per Bus Code AIS 052 (Revised up to date) specification.
- g. **Passenger Seats** - The seat sets provided should conform to AIS 052 specification conforming to NDX Type-II, AIS 052 Bus Code. The PVC leather cloth of such passenger seats should be of coffee colour and should be RDSO Grade-I Type, (CG-07).
- h. **Bumper** - As per Bus Code AIS 052 (Revised up to date) specification.
- i. **PVC Cable** - As per Bus Code AIS 052 (Revised up to date) specification.

- j. **Head light, Blinker, Horns, Wiper Motor, Back light, rear view Mirror, wiper, Blade Arms, Flasher, Wiring, Cables, Battery, Indicators etc** - As per Bus Code AIS 052 (Revised up to date) specification.
- k. All Dimensions of the Bus have to conform to Bus Code AIS 052 (Revised up to date)

BILL OF QUANTITY (BOQ)

Bill of Quantity of Tender Ordinary Mini/Midi Fully Built Bus with CNG/DIESEL engine:

Last date for submission of Tender Form is Dt.....2016 at 17.00 hrs.

Date of opening of Technical bid is Dt.....2016 at 16.00 hrs.

TECHNICAL BID & FINANCIAL BID FOR

Particulars	Quantity
Ordinary, non-air-conditioned, Mini/Midi, Fully Built Buses, driven on CNG/DIESEL as fuel, capable of operating smoothly up to around 50 ⁰ C ambient temperature. These buses are to be fully equipped with VTS/ITMS/Camera connections for recording inside the bus along with digital destination Board on front & rear and inside of the bus as specified in Urban Bus Specification-2 & Confirming to AIS-052 Bus Code or any other subsequent specifications and revised standards for Urban Buses. All the buses with BS-IV specifications have to be in line with UBS-II.	287 Nos . (176 CNG & 111 DIESEL)

TECHNICAL

- 1- **Emission Norms:** BHARAT Stage IV/Latest.
- 2- **Length:** As defined in AIS -052
- 3- **Braking System:** As per Urban Bus Specification- 2
- 5- Fully equipped with VTS/ITMS/Camera for recording inside the bus along with digital destination Board on front & rear and inside of the bus as per Urban Bus Specification-2.
- 6- All Chassis should be with all standard fitment including compulsory items such as Easy Ride Seat, Seven Wheels with Tyre assembly with Spare Wheel carrier, Tool kit comprises of Hydraulic Jack, Wheel Brace, Tommy bar etc.

- 7- All chassis offered should be having seating layout in conformity with specification as per Bus Code AIS 052 (Revised up to date).

**SINGNATURE OF BIDDER
(WITH STAMP)**

ANNEXURE-1A**TECHNICAL SPECIFICATION OF MINI/MIDI FULLY BUILT
ORDINARY BUSES CNG/DIESEL****(PLEASE QUOTE SEPARATELY FOR ALL 4 TYPES OF BUSES)**

Description	BHARAT Stage IV,
ENGINE	
Model	
Type	
Bore/Stroke-mm	
No. of Cylinder	
Displacement	
Max engine output in HP	
Max. torque	
CLUTCH	
Model	
Type	
No. of gears	
Gear ratio	
FRONT AXLE	
REAR AXLE	
Ratio	
STEERING	
Type	
SUSPENSION	

Description	BHARAT Stage IV,
Type	
Shock absorbers	
BRAKES	
Service brakes	
Parking brake	
Type	
Engine exhaust brake	
WHEELS & TYRES	
Wheels	
Tyres	
No. of Wheels with spare	
ELECTRICAL SYSTEM	
System Voltage	
Battery	
FUEL TANK	
Performance	
Geared speed in top gear with rear axle	
Max. climbing capacity 1st gear with standard gear axle	
Minimum turning circle dia in mm	
Minimum turning clearance circle in mm.	
MAJOR DIMENSION (for Chassis in mm)	
Wheelbase	

Description	BHARAT Stage IV,
Front overhang	
Rear overhang	
Overall length	
Front track	
Rear track	
Min. ground clearance	
Min turning circle radius.	

Note : Bidder should mention the model of the chassis offered.

**SINGNATURE OF BIDDER
(WITH STAMP)**

ANNEXURE-1B

**LIFE GURANTEE/WARRANTY OF THE BUS AGGREGATES
ACCEPTED BY VEHICLE MANUFACTURERS FOR TECHNICAL
SPECIFICATION OF MINI/MIDI FULLY BUILT ORDINARY BUSES
CNG/DIESEL (BS-IV NORMS) OF FULLY BUILT ORDINARY BUSES**

Sl.	Item	Guarantee		Warranty	
		In kms.	In months	In kms.	In months
1	Engine				
2	Oil Filter				
3	Air Filter				
4	Gear Box				
5	Clutch				
6	Front Axle				
7	Rear Axle				
8	Steering				
9	Suspension				
10	Battery				
11	Alternator				
12	Self				
13	Others				
14	Bus Body				

Note: Please Quote Separately For All Four Types of Buses (Mini Diesel/Mini CNG/Midi Diesel/Midi CNG)

ANNEXURE-1C**LIST OF COMPULSORY ITEMS (FOR BS-IV NORMS CHASSIS) OF FULLY BUILT ORDINARY BUSES CNG/DIESEL**

SN	ITEMS	quantity	To be supplied with chassis
1	Standard Tool Kit		yes

Note: All compulsory items have to be given for Mini/Midi Fully Built Ordinary Buses CNG/DIESEL otherwise Tender will not be considered. Please quote separately for all four types of buses (mini diesel/mini CNG/midi diesel/midi CNG).

ANNEXURE-1D**LIST OF OTHER ITEMS GIVEN WITH MINI/MIDI FULLY BUILT ORDINARY BUSES CNG/DIESEL**

SN	ITEMS	YES/NO	QTY	REASON IF NO
1	Wiper motor			
2	Kit wiper motor accessories			
3	Wheel Choke			
4	Assy link rod (wiper motor to wheel box)			
5	Wiper arm			
6	Wiper blade			
7	CMVR Kit give details of items in the kit with quantity of each items			
8	Rear view mirror with bracket			
9	Tool Kit give details of items in the kit with quantity of each items			
10	Tool Kit give details of items with qty			

SN	ITEMS	YES/NO	QTY	REASON IF NO
11	First aid kit			
12	Kit for spare bulb			
13	Assy bracket top (Driver seat Belt)			
14	Noise shield			
15	Mirror LH/RH			
16	VTS			
17	ITMS			
18	Camera			

Note: - Item No. 1, 2, 3, 4, 5, 6, 8 and 13 to be provided as per chassis CMVR Rules and as per ARAI regulations

ANNEXURE-3**AFFIDAVIT**

Before the Concerned Authority/Director, Urban Transport, Uttar Pradesh.

1. I.....aged about.....son of.....resident of.....do hereby solemnly affirm and state on oath as under.
2. That I have been duly authorized to swear this affidavit on behalf of M/s.....
3. That Bidder or any of its Directors have not been:-
 - (i) Convicted of a cognizable offence by any Court of law with imprisonment for a term exceeding one year, or
 - (ii) Imposed a penalty of rupees one crore or more for violation of the provisions of the Foreign Exchange Regulation Act. 1973 (46 of 1973) (since repealed) or the Foreign Exchange Management Act. 1999 (42 of 1999), or
 - (iii) Detained under the National Security Act. 1980 (65 of 1980) or the Narcotic Drugs and Psychotropic Substances Act. 1985 (61 of 1985), or
 - (iv) Adjudged guilty by the Stock Exchange Board of India or any other Financial Regulatory Boards or Tribunals or Agencies, or
 - (v) Found to be associated in any manner with an organized crime syndicate or its associate or with any Association declared unlawful Activities (Prevention) Act. 1967 (37 of 1967) or any other law for the time being in force, or
 - (vi) Found to be connected with activities prejudicial to the National Security.
4. That all the statements made or information supplied in the Bid document are true and correct.
5. I, the Bidder understand and agree that I will not be considered for selection as manufacturer or vendor for supply of Buses if any of the above undertakings are found to be false or incorrect.

Deponent

Verification

I, the above named _____ do hereby verify on oath that the contents of paras 1 to 5 of my above affidavit are true and correct to my personal knowledge. Nothing has been concealed there from and no part of it is false. So help me god.

Deponent

Date.....

To be given on Non-judicial stamp paper of Rs. 100.00 duly attested by public notary.

SIGNATURE & STAMP OF BIDDER

ANNEXURE-4
ON STAMP PAPER

PROFORMA OF BANK GUARANTEE FOR Rs. 1,10,00,000/- (One crore ten lakhs only
Only)
TOWARDS EMD

DIRECTOR,
URBAN TRANSPORT
GOVERNMENT OF UTTAR PRADESH
LUCKNOW

Tender No.: - CNG/DIESEL Fully Built Mini/Midi Bus/2016/09./01

Date:..2016

1. This deed of Guarantee made this day ofbetween a Bank incorporated under Banking Act having H.O. at and a Branch office at (hereinafter called the "bank") on the one part and Urban Transport Directorate UP having H.Q. at Lucknow (hereinafter called "the Purchaser") of the other part.
2. Whereas Director, Urban Transport UP has called for Tender for Purchase of chassis BS-IV Norms fully built ordinary CNG/DIESEL Bus(herein called the Supplier) to:
.....
(Name of Supplier) (Hereinafter called the Supplier).
3. AND WHEREAS the Supplier is bound by the said Tender to submit to the Purchaser a EMD for a total amount of Rs.....
.....(Amount in Figures and, words).
4. Now we undersigned (Name of the signatories)_____ being fully authorized to sign and incur obligations for and on behalf of and in the name of(Full name of bank) hereby declare that the said bank will guarantee the Purchaser the full amount of Rs._____ (Amount if figure& words).

5. After the Supplier has signed the aforementioned Tender with the purchaser, the bank is engaged to pay the purchaser any amount up to and inclusive of the aforementioned full amount upon written order from the purchaser to indemnify the purchaser for any liability or damage resulting from any defects or shortcomings of the Supplier *or the debt* he may have incurred to any parties involved in the work under the Tender mentioned above, whether these defect or shortcomings or debts are actual or estimated or expected. The bank shall *deliver* the money require by the purchaser immediately on demand without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damage resulting from an defects or shortcomings or debts of the Supplier. The Bank shall pay to the Purchaser in LUCKNOW any money so demanded through demand draft payable at LUCKNOW, notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This guarantee valid for a period of (Duration in calendar months in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the anticipated expiry date of Guarantee period as stated in “general terms and conditions“. We undertake not to revoke this guarantee during its currency without the written consent of the purchaser.
7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the works within the time of completion as stated in this Tender, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.
8. The guarantee herein before contained shall not be affected by any change in the constitution of the bank or of the Supplier.
9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the purchaser for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The Expression “the purchaser”. “The bank” And “The Supplier” hereinbefore used shall include their respective successor and assignees.

In witness whereof I/we of the bank have signed and sealed this guarantee on the _____ day of _____ 2016_____ being herewith duly authorized.

For and the behalf of the _____ bank

Signature of authorized Bank official

Name:

Designation/Authority No.

Stamp/ Seal of the Bank

Signed, sealed and delivered

For and on behalf of the bank

By the above named _____

In the presence of: -

WITNESS 1. Signature
Name
Address

WITNESS 2. Signature
Name
Address

ANNEXURE-5**Tentative Delivery Schedule**

Fully Built Ordinary Mini/MidiCNG/DIESEL Buses as per Urban Bus Specification-2 and conforming to AIS-052 Bus code (BS IV Norms) as per following chart:-

SN	Name of SPV	Type	No Of Buses
1	Lucknow	CNG	65
2	Kanpur	CNG	68
3	Agra	CNG	43
4	Mathura	Diesel	15
5	Meerut	Diesel	30
6	Varanasi	Diesel	33
7	Allahabad	Diesel	33
Total			287

Tentative Delivery schedule

SN	Month	Approx. No. of Buses
1	NOV. 2016	140
2	DEC. 2016	147

Note: The Director, Urban Transport Directorate, UP reserves full right to amend the Tentative Delivery Schedule.

FINANCIAL BID**ANNEXURE-2**

PLEASE QUOTE SEPARATELY FOR ALL FOUR TYPES OF BUSES (MINI DIESEL/MINI CNG/MIDI DIESEL/MIDI CNG)

PRICE SCHEDULE (BS-IV Norms) of Ordinary Mini/Midi Fully Built Bus CNG/DIESEL (With registration of the vehicle by RTO)

Sr. No.	DESCRIPTION	Ordinary Mini/Midi Fully Built Bus CNG/DIESEL on PASSENGER CHASSIS CNG/DIESEL (BS-IV Norms)
A	Basic price of each Fully Built Ordinary Bus conforming to UBS-2 and AIS 52 FOR Destination workshop in various locations (annexure-5 of Technical Bid)	
B	Excise duty as applicable on A	
C	Automobile cess as applicable on B	
D	Education cess as applicable on B	
E	VAT	
F	Total price (A+B+C+D+E)	
I	AMC rates per Km on yearly basis (for entire contract period)	1 st yr....., 2 nd yr....., 3 rd yr....., nth yr

CERTIFICATE

This is to certify that rates quoted above are lowest and that no other lower rate or discount etc. other than this is quoted to any other STU's and/or government Depts. /Undertaking. In case of such default the difference shall be recovered from us from the date of Tender (Excluding Statutory Duties).

Signature & Seal of Bidder