

**UP STATE ROAD TRANSPORT CORPORATION
REGIONAL WORKSHOP, LUCKNOW**

e-TENDER NOTICE

**FOR RELEASING ON e-portal
& U.P.S.R.T.C. website**



No. 2776 / SM/LKO/COMPLETE BUS AIR CONDITIONING UNIT/2019 Dated : 23. 09.2019

e-TENDER NOTICE

U.P.S.R.T.C. is inviting E-tenders from only eligible sources (Eligibility for participating in tender is given in each respective tender document) for following groups of items:-

Sl.	Name of Items	Availability & e-submission of e-Tender on e-portal	Opening of e-Tender document
1-	Complete Bus Air Conditioning Unit with Accessories-43KW including Heating System-12KW with Instalation & removal of old unit & its Annual Maintenance Contract(AMC) for above A.C. Plant & its Accessories for 05 years	w.e.f. 24.09.2019 to 10.10.2019 upto 15.00 hrs.	10.10.2019 At 16.00 hrs

Detailed Bill of quantity, Eligibility for participating in tender, Other terms and conditions of the tender and calendar/timing of the tender may be seen on Govt. e-portal **etender.up.nic.in**

Please do visit **etender.up.nic.in** from time to time before last date of submission of tender for any possible amendment/ corrigendum/ addendum. Any amendment/ corrigendum/ addendum only published in e-portal of **etender.up.nic.in**.

For any query/clarification regarding submission of e-tender vendors may call on following helpline numbers of NIC:-

- 1- 0522-2286809/808
- 2- 0522-4130303/2298813
- 3- 09935149327

**SERVICE MANAGER
LUCKNOW**

(ii)

Copy for information & necessary action:-

- 1- CGM(T), U.P.S.R.T.C. H.Q., Lucknow.
- 2- GM(MIS), U.P.S.R.T.C. H.Q., Lucknow.
- 3- Regional Manager, U.P.S.R.T.C. Lucknow.
- 4- ARM(F), U.P.S.R.T.C. Lucknow.
- 5- Astd. Manager(MIS), U.P.S.R.T.C. H.Q. Lucknow.
- 6- PRO, U.P.S.R.T.C. H.Q. Lucknow.
- 7- Notice Bord, Office of the Regional Manager/ Office of the Service Manager/Bus Stations

SERVICE MANAGER
LUCKNOW

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TENDER DETAILS

SL. NO	PAGE NO	TENDER PART
1-	01 TO 14	TECHNICAL PART COMPLETE BUS AIR CONDITIONING UNIT
2-	15 TO 19	TECHNICAL PART ANNUAL MAINTENANCE CONTRACT(AMC)
3-	21 TO 22	FINANCIAL PART COMPLETE BUS AIR CONDITIONING UNIT
4-	23	FINANCIAL PART ANNUAL MAINTENANCE CONTRACT (AMC)

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TENDER FORM

Tender No. 2776 / SM/LKO/2019/ COMPLETE BUS AIR CONDITIONING UNIT/2019

FOR SUPPLY OF
COMPLETE BUS AIR CONDITIONING UNIT
AND
ANNUAL MAINTENANCE CONTRACT(AMC)
**U. P. STATE ROAD TRANSPORT CORPORATION,
REGIONAL WORKSHOP, LUCKNOW**



TECHNICAL PART
TERMS AND CONDITION
COMPLETE BUS AIR CONDITIONING UNIT

(2)



SPEED POST/ REGISTERED

TENDER No.- Bus Air Conditioning Unit /2019/

Cost of Tender Form Rs. 1000/-+GST @18% (Rs 180.00) = 1180.00

(Non Refundable)

No. 2776 / SM/LKO/COMPLETE BUS AIR CONDITIONING UNIT/2019 Dated : 23. 09.2019

TENDER FOR SUPPLY OF COMPLETE BUS AIR CONDITIONING UNIT

From :

M/s.....

.....

.....

To,

**Service Manager,
U.P. State Road Transport Corporation,
LUCKNOW**

Dear Sir,

With reference to your invitation to Tender for the above I/We hereby submit my/our tender to supply stores mentioned in the enclosed bill of quantities and as per Terms and Conditions there in to U.P. State Road Transport Corporation.

I/We have read the terms and General Conditions of Tender attached with the Tender Form, and agree to abide by them. An earnest money* in the Form of Bank Draft No..... Date..... Name of Bank/Branch Rs..... (in words Rs..... is enclosed in the approved form along with the bill of quantity and Additional terms and Conditions form and Tender Form duly signed and stamped. The earnest money may be forfeited by the U.P. State Road Transport Corporation if I/We fail to fulfill the conditions of Tender in case an order is placed on me/us.

Tender Fee/Earnest Money Bank Draft must reach to the office of SERVICE MANAGER UPSRTC, Lucknow before e-tender closing time & date. UPSRTC will not be responsible for any delay due to postal/courier delay and such e-tender will not be considered.

Yours Faithfully,

1-Signature of witness

Address:

(Signature of the Tenderer in Full)
(with Stamp)

Date:

2-Signature of witness

Address:

Date:

Note : Tender form contains Total ----- pages inclusive of Annexure. The Hard copy of duly filly signed and stamped Tender Form with required document (**Except Financial Bid i.e.** No Financial Bid Should be submitted with this) and DD of Tender Cost/Earnest money shall also be submitted before Tender Opening Date on this office.



GENERAL TERMS AND CONDITION OF E-TENDER
U.P. STATE ROAD TRANSPORT CORPORATION, LUCKNOW

Terms and General Conditions for the E-Tender Notice for supply of the items, mentioned in the bill of quantity, to U.P.S.R.T.C. Regional Workshop, Lucknow as follows-

- 1- E- Tenders are invited for supply of items mentioned as specified in the bill of quantity as per specification mentioned there in.
- 2- E-Tenders must be filled/uploaded on the website of **Govt. e-portal : etender.up.nic.in** as per the guidelines given in e-portal. The payment of Tender Fee Rs. 1180.00 (Rs. One thousand One Hundred Eighty) only in the shape of Demand Draft which is non-refundable, in favour of Service Manager U.P.S.R.T.C., Lucknow shall be made available by the vendor to the SERVICE MANAGER office before the closing time limit of E-Tender. The Tender's Rates terms and conditions must be valid for a period of minimum 90 days for the acceptance, commencing from the date of opening of the Tender.
- 3- Each E-Tender must be accompanied by relevant E-Tender Form and Bill of Quantity with Additional Terms and Conditions form duly filled signed and stamped together with a photo copy of Demand Draft from Nationalized/Schedule Bank towards earnest money (refundable) in favour of Service Manager U.P.S.R.T.C. Lucknow As follows:-
 A- Estimated value of the goods upto Rs. 1.00 lac (Rs. One lac) Earnest money Rs. 1500.00. For each additional Rs. 1.00 lac (Rs. One lac) or a part thereof A further amount of Rs. 1000 (Rs. One Thousand).
Estimated Value of e-Tender. Rs. 9.65 lakh. Firms to submit EMD of Rs. 10,000.00 Tender, which is not accompanied by the Photo copy of DD of Earnest Money or e-tender Fee in the proper terms, will not be considered to be VALID
- 4- The Tenderers are required to specify the differential Cash Discount as under payment terms mentioned in the financial bid.
- 5- In case the tender is accepted tenderer will have to deposit a security in the form of Bank Guarantee in prescribed format of Rs 1.00 Lakh if a schedule /Nationalised Bank.
- 6- Each Tenderer has to submit 'Technical Bid' and 'Financial Bid' separately as per the tender guideline given on the e-portal and condition given by the UPSRTC. Financial bid consists of only annexure C and bill of Quantity whereas technical bid consists of annexure A, B & E and all other documents required in tender form. Technical bid shall be opened first. Those firms whose technical bids are found to be ok, only their financial bids will be opened. (Financial bid of only technically qualified firms will be opened.)
- 7- Technical Bid of Tender will be opened by the duly authorized committee of officers for tender opening on specified date & time mentioned in Bill of Quantity.
- 8- If any tenderer withdraws his tender before expiry of the period referred to in Para above, UPSRTC may agree to allow such withdrawal, but in such a case Earnest Money deposited by the Tenderers may be forfeited, in case of refusal to such withdrawal and acceptance of the tender, still if the tenderer fails to perform his part of the contract, not only the Earnest Money deposited by the Tenderer shall be liable to be forfeited but shall invite other consequences of Breach of contract.
- 9- If subsequent to the submission of the tender, any tenderer, alters or modifies the contents of his tender which are not acceptable to UPSRTC then, for the purpose of this condition, the tenderer shall be deemed to have withdrawn his proposal and thereby inviting forfeiture of Earnest Money.
- 10- Correction, if any made by the tenderer must bear date and initial of the Tenderer.
- 11- The Service Manager reserves the right to reject any or all the Tender without assigning any reasons.
- 12- It will be open to the Service Manager to accept any Tender in full or in part, in respect of valid tender. Tenderer may quote prices for any or all the products which are tendered for. Tenderer will have to quote prices for complete quantity of any or all the products mentioned in the Bill of Quantity and Additional Terms and Conditions form.
- 13- Tenderers must give detailed description; make and origin of the manufacturer of various items tendered. Tenderer shall be bound by guarantee of quantity and quality of supplies as specified in the tender and thereafter by the UPSRTC.
- 14- All rates must be inclusive of Packing, Forwarding, Insurance and freight etc. F.O.R. Destination on door delivery basis. The price quoted shall be Nett in Rupees strictly for the Unit (each) given

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- in the Bill of Quantity. But Components of Nett rate i.e. Basic Rate + GST, Entry Tax Etc.) + Packing and forwarding + insurance, etc. must to be given separately.
- 15- All Items offered have to be delivered according to agreed delivery schedule failing which the Consignee reserves the right to accept the supplies beyond the stipulated period after imposing a penalty up to Rs. 50.00 (Rs. Fifty) per day per item for delay not exceeding 5% of the value of delayed quantity. Supply may also be rejected because of late supply or non-supply within validity period. Those items, which have been supplied in time but subsequently rejected by the respective consignees during inspection, will be treated as rejected supplies. The period of delay shall be reckoned from the date of receipt of material as per specification.
- 16- All items/supplies will be subject to inspection before being accepted by the Consignee.
- 17- In all matters of dispute relating to this Tender the decision of the Managing Director, UPSRTC will be final and binding on tenderer.
- 18- All disputes and differences, arising out of the contract, shall be referred to the **Sole Arbitrator appointed by the Managing Director of UPSRTC**, Lucknow as per Indian Arbitration and Conciliation Act. 1996 and statutory modification thereof. All matters are subject to Court at Lucknow Jurisdiction only.
- 19- Any other condition as per Bill of Quantity and Additional Terms and Conditions Form enclosed shall also be treated as condition of Tender.
- 20- Any Tender that does not contain all the information required according to the conditions stated above or deviated from the above conditions on his own shall be liable for rejection.
- 21- Service Manager reserves the right to alter any quantity of any items.
- 22- Rates must be quoted in attached schedule annexure "C" only.
- 23- Supplies for items will have to be made F.O.R. Destination/consignee which in this case will be Central Store Lucknow.
- 24- In case where there is reduction in the cost of Raw Material, benefit for the same will be passed on to the UPSRTC. The Raw Material Price reduction will be established vis-à-vis ASRTU Price reduction with basic rate of ASRTU rate contract prevailing on the day of opening of tender as the reference rate.
- 25- If bidder is on rate contract with ASRTU and if the rates quoted in the Tender are higher than ASRTU rates, ASRTU rates as on date shall be applicable. In such cases if ASRTU allows price increase during the tendency of Rate Contract, same shall be passed on to the firm (after due consideration of comparative rate evaluation) subject to maximum limit of rate quoted in original tender to UPSRTC.
- 26- Tenderers should Confirm / Guarantee that the rates quoted are lowest for respective quantity and that there are no other lower rates or discounts etc. (Excluding statutory duties) quoted to any other STU's and/or Govt. Dept./ Undertaking. In case of such failure the difference shall be recovered from the ordered Firm/Tenderer, after the lower rate quoted in other STU's is known from the date of quotation
- 27- Prequalification of Tender shall be judged with regard to each Bid & answer of Technical Bid is mandatory. In case the tenderer fails to fill Technical bid with supporting document, the tender may be disqualified.
- 28- The supply must be strictly done as per delivery schedule to respective consignee.
- 29- **Failure to Supply and Risk Purchase Clause**

If the supplier fails to supply any stores in accordance with the terms and conditions herein provided and those agreed with the Undertakings, or fails to replace the stores as may be rejected by the Undertakings, within the time stipulated, the Undertakings shall at the risk and cost of supplier and without any notice or reference to

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him be entitled to purchase such stores (of the same specifications) from any other source and at such price as the undertaking shall in their sole discretion think fit and if such price shall exceed the rate set out in rate contract, the supplier shall be liable to pay to the Undertakings the difference between the price at which such stores have been purchased by the Undertakings and at the price set out in the contract plus 10% overheads. The risk purchase and payment of difference with overheads in terms thereof shall not absolve the supplier from the liability to pay damage as may be suffered and claimed by the Undertakings due to the failure of the supplier to make timely and proper delivery of the contracted stores.

30- **Liquidated Damages**

If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Undertaking may without prejudice to the other rights of the purchaser to recover damages for breach of the contract, recover from the contractor as agreed liquidate damages and not by way of penalty a sum equivalent to 2% of the price of any stores which the Supplier has failed to deliver within the period fixed for the delivery in the schedule for each month or part of a month during which the delivery of such store may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period subject to the conditions that the damages to be calculated shall be limited to 10% of the value of delayed supplies.

31- **Service of Notice**

Any Notice required to be given under any of the foregoing Clause shall be deemed to have been given and served if sent to the supplier by registered Post/Speed Post/Courier at the address given in the tender form or at any other address subsequently notified by the supplier.

32- If the lower rates is offered in fresh Tender in comparison to the previous tender the lower rates shall be applicable for the balance qty./Supply from the date of New Tender Technical Bid Opening.

33- **CORRUPT OR FRAUDULENT PRACTICES**

The Bidders 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. Not with standing anything to the contrary contained herein, or in the Tender or the Agreement, the Authority may reject a Bid, withdraw the Tender 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 shall be entitled to forfeit and appropriate the 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 under this Tender Document and /or the Agreement, or otherwise.

Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the Tender or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tender Process, or after the issue of the Tender or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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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 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, 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 Project or the Tender of Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project
- (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 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.

The Bidder shall submit an affidavit as per Annexure-F

- (a) Convicted of a cognizable offence by any Court of law with imprisonment for a term exceeding one year, or
- (b) 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
- (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

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

Found to be connected with activities prejudicial to the National Security, is not considered for selection as vendor for supply of Material.

DISQUALIFICATIONS

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

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- 1- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- 2- If it is found that bidder's any previous contract any where was cancelled for his default.
- 3- Failed to provide any clarifications related thereto.
- 4- Where the bidder has already submitted the Tender Document and is a member of a entity which has already submitted the technical bid/tender document or vice versa.
- 5- If any member of a Entity is replaced or withdraws, except without prior written permission of **UPSRTC** at any stage.
- 6- If any such information which would have entitled UPSRTC to reject or disqualify the bidder, becomes known after the bidder has been pre-qualified. UPSRTC reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
- 7- Where the applicant is a Joint Venture/ Partnership firm or an entity of similar nature, **UPSRTC** may disqualify . The entire entity for any of the reasons set out above, even if it applies in respect of only one member of the Entity.
- 8- The Lead member of bidding Entity cannot be changed. Any such change or Applicant except with the written permission of **UPSRTC**.
- 9- Bidders who canvass or attempt to influence the pre/post-qualification or selection process shall necessarily be disqualified from the process at any stage.
- 10- 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 UPSRTC or has been associated as director or owner or signatory of such firm/company shall not be eligible to participate in process. A notarized affidavit to this effect shall have to be furnished by all bidders irrespective of their legal status.
- 11- At the time of decision of Technical bid, Past Performance will be taken into consideration.

ANNEXURE-F

AFFIDAVIT

(In case of Joint Venture to be given separately by each partner)

Before the Authority,

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
 - (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 mentioned Items 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. 10.00 duly attested by public notary.

SIGNATURE & STAMP OF BIDDER

- 34- All payment will be made through NEFT/RTGS and suppliers have to provide all required bank Details.
- 35- UPSRTC reserve to right to consider rates of those Firms who have not participated in E-tender but are on Rate Contract issued by ASRTU and are eligible as per the Mandatory Conditions mentioned in the Tender and have given their acceptance to agree to the Mandatory Conditions of the Tender. Items of such Firms which are eligible as per the Technical qualification/conditions mentioned in the tender i.e.Vehicle Manufacturer/OE supplier/Long Term Rate Contract/Rate Contract / Trial Rate Contract issued by ASRTU, shall be considered, subject to the condition that these Firms shall give their written acceptance to supply the tendered items as per Mandatory and Technical Conditions mentioned in the tender document.

Such Firms have to provide their acceptance as per annexure A,B,C,D and E for them to be eligible for consideration in the Purchase process of the Tender.

Signature of the Tenderer
(With Stamp)

Signature of Issuing Officer
(With Stamp)

Address:

Date:

ADDITIONAL TERMS AND CONDITIONS

- (a) Complete Specification of each item giving details should be mentioned while quoting.
- (b) Tenderers should confirm/guarantee that the rates quoted are lowest for respective quantity and that there are no other lower rates or discount etc. (Excluding statutory duties) quoted to any other STU's or Govt. Dept./Undertaking. In case of such failure the difference shall be recovered from the ordered Firm/Tenderer, after the Lower Rate Quoted in other STU's is known from the date of quotation.
- (c) For the purpose to establish their existence, Tenderer who are manufacturer (Not on Rate Contract) should submit D.I. valid registration/Registration of Company registrar for the product for which Tender has been called for.
- (d) Prequalification of Tender shall be judged with regard to each Bid answer of Technical Bid is mandatory. In case the firm fails to fill Technical bid with supporting document the tender may be disqualified.
- (e) The supply must be strictly done as per delivery schedule to respective consignee.
- (f) Each Documents enclosed with the Tender shall be self attested by the Tenderer. The Tenderer shall produce a Notary affidavit regarding the Authenticity of the documents.
- (g) Each e-tender Form should be duly filled, Signed & Stamped by the tenderer on each Page of the Tender.
- (h) Any Tender that does not contain all the information required according to the conditions stated above or deviates from the above conditions on his own shall be liable for rejection.
- (i) Conditional Technical or Financial Bid shall lead to rejection of Tender.
- (j) Acceptance of Credit is must. (30 days-default). The firm can offer differential cash discount also.
- (k) As per requirement of Tender uploading /submitting of Annexure F (Affidavit) is must.
- (l) The Tenderers are requested to indicate the minimum lead-time required for delivery, from the date of purchase order. It is Mandatory to start the supply within 30 days from the date of confirm Purchase order

Signature of the Tenderer
(With Stamp)

Signature of Issuing Officer
(With Stamp)

Address:

Date:

TENDER No.- No. 2776 / SM/LKO/2019/ COMPLETE BUS AIR CONDITIONING UNIT/2019



BILL OF QUANTITY
U.P. STATE ROAD TRANSPORT CORPORATION,
HEAD QUARTER, LUCKNOW

TENDER No.- Tools and Plants/2018/08/01

- 1- Tender document will remain available on government e-portal **etender.up.nic.in** from 24.09.2019 to 10.10.0.2019 (up to 15.00 Hrs)
- 2- Last date for **e-submission** of Tender form is 10.10.2019 up to 15.00 Hrs.
- 3- Tender's Technical Bid Opening, on 10.10.2019 at 16.00 Hrs.
- 4- Financial Bid opening: To be informed later

Details of items

Sl.	Name of Item	Specification	Qty Approved by Tech Committee for purchase
1-	Complete Bus Air Conditioning Unit with Accessories-43KW including Heating System-12KW with Instalation & removal of old unit & its Annual Maintenance Contract (AMC) for above A.C. Plant & its Accessories for 05 years	Cooling Capacity-43KW	02 Sets

Signature of the Tenderer
(With Stamp)

Signature of Issuing Officer
(With Stamp)

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MANDATORY QUALIFICATION FOR TENDERER
TECHNICAL BID

(Prequalification Questionnaire Condition to be filled by the Firm)

The pre-qualifications of Tenderer shall be judged with regard to following point which is mandatory, in case of not meeting these points with supporting documents the tenderer may be disqualified.

Sl.	Prequalification Condition	Yes/No
1	Whether the tenderer is Manufacturer/Authorized distributor of manufacturer/Valid Rate Contract holder (Issued by ASRTU)	
2	Whether The Firm should be ready to make the supply at the locations identified by the UPSRTC. which in this case will be Central Store UPSRTC Lucknow.	
3	Whether the Firm ready to make the supply of the material as per the required size & specification.	
4	Whether the Firm should be ready to give the guarantee/Warranty of supplied Items. (Mention of Guarantee/ Warranty Period is must for Each Items).	
5	Whether the Firm is ready to make the supply on credit basis to UPSRTC	
6	Whether The Firm should be ready to take back the supplied item, if it is rejected by inspection Committee	
7	Whether the Firm is ready to deposit the Bank Guarantee as per the terms given in the tender	
8	Whether the Firm is ready to submit the Earnest Money with the tender. Demand Draft of Tender Fees and Earnest money should reach the office of SERVICE MANAGER UPSRTC Lucknow before the expire of Tender submission Limit.	
9	Whether the Firm is ready to give the firmness of the rate for Quantity mentioned. in bill of quantity	
10	The firm has supplied the quoted Items earlier to any Vehicle Manufacturer / Accredited Bus Body Builders in previous 3 years/STU's/Govt. Deptt.	
11	Whether the firm has capacity to supply Item wise full quantity as mentioned in bill of Quantity	
12	Whether the firm is ready to quote AMC Rate for Bus Air Conditioning Unit for Five Years	

Note : It is mandatory to Fill YES/NO in all 12 Conditions given above and Required proof must be enclosed. for Sl. No. 1 to 12 is mandatory.

Signature of the Tenderer
(With Stamp)

Signature of Issuing Officer
(With Stamp)

ANNEXURE "B"

TECHNICAL INFORMATION

- 1- Status of the Firm Manufacturer/Authorized distributor of manufacturer/Valid Rate Contract holder (Issued by ASRTU)
- 2- In case of Rate Contract the R.C. No. and Date & Validity of RC
- 3- Year of Establishment.....
- 4- Factory Address.....
- 5- Ware House Address (If any)
- 6- Contact Person
Name.....
Address.....
Phone /Fax No.
Mb. No.
E-mail ID.
- 7- G.S.T.I.No.....
- 8- Certification by ISO/TS with proof.....
- 9- Total Production Capacity
- 10- Supply capacity to UPSRTC (per month).....
- 11- Supply made to any STU's/Govt. Department/PSU's (Copy Enclosed)
- 12- Brand Name.....
- 13- Disputes with UPSRTC (IF ANY)

SIGNATURE OF TENDERER
(with Stamp)

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TENDER No.- No. 2776 / SM/LKO/2019/ COMPLETE BUS AIR CONDITIONING UNIT/2019

Annexure "E"

Sl.	Name of Item	Alternate Part No. (If any)	Proof of OE : Manufacturer/Authorized distributor of manufacturer/Valid Rate Contract holder (Issued by ASRTU)	If OE in LRC/RC/TRC : Indicate in RC/TRC		Mention Valid LRC/RC/TRC No. and Date
				Page No	Sl. No.	
1	Complete Bus Air Conditioning Unit with Accessories-43KW including Heating System-12KW with Instalation & removal of old unit & its Annual Maintenance Contract (AMC) for above A.C. Plant & its Accessories for 05 years					

Signature of tenderer with Stamp

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LIST OF ANNEXURE

Sl.	Annexur(s)	No. of Pages	Annexure (A,B,C,D,)
1	Cost of Tender (is must)		
2	EMD (is must)		
3	Affidavit As per Annexure F (Affidavit) is must.		
4	Long Term Rate Contract/ Rate Contract/ Trial Rate Contract Issued by ASRTU (if any)		
5	Vehicle Mfg. Purchase Order (if any)		
6	Vehicle Mfg. Supply Invoice Copy (if any)		
7	Govt. Department/PSU's/STU's Purchase Order (If any)		
8	Govt. Department/PSU's/STU's Supply Invoice (If any)		
9	Test Report (If any)		
10	ISO Certificate (If any)		
11	TS 16949 Certificate (If any)		
12	DI/Factory Licence Certificate		
13	Turover (CA Certified)		
	Year-----		
	Year-----		
	Year-----		
14	PAN		
15	GST Registration Certificate		
16	Source of Raw Material		
17	List of Tools and Plant		
18	Any Other Document (If any)		

Note:

- (1) Information in Annexure E is mandatory to be filled and also relevant proof as mentioned have to be attached by tenderer.
- (2) This Annexure is a Part of Mandatory Condition. Only those Bid will qualify technically, where above annexure is filled along with proof attached.

Signature of tenderer with Stamp

TECHNICAL PART
TERMS AND CONDITION
ANNUAL MAINTENANCE CONTRACT(AMC)

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ANNUAL MAINTENANCE CONTRACT (AMC) FOR A.C. PLANT AND ITS ACCESSORIES

- 1- The contractor shall be required to submit their comprehensive AMC offer for **A.C. plant & accessories** (including supply of consumables, replacement & fitment of spare parts/ aggregates/assemblies/ subassemblies) till specified life cycle, taking into account preventive/docking maintenance, normal wear & tear, major repairs/overhauling and break downs as well for AC plant & its accessories inclusive of labour cost to ensure 98% availability during warranty period and 97% availability after warranty period till AMC. The contractor shall be responsible for carrying out repairs and servicing etc. for complete AC plant and its accessories.

The Contractor shall be required to offset their obligations, under Warranty/Performance Guarantee terms in their AMC offer in the form of Rates in Rupees per km. basis. These buses are expected to be operated in one or more shifts basis daily. A typical shift is of 8 hours.

- 2- Periodical maintenance of AC plant & its accessories including sub assemblies will have to be done by the contractor as per the procedure laid down in Maintenance Manual of AC plant manufacturer, (Including use of required Spares, Coolant, refrigerant etc as per requirement).
- 3- During Annual Maintenance Contract Period, the contractor would provide his well trained resident engineers/Technicians/Labours at contractee's depot to attend the maintenance and servicing, of AC plant & its accessories of the buses to ensure quality assurance/control etc. and for checking and preventive and breakdown maintenance. The Bus wise AMC of AC plant & its accessories shall be on regular basis to ensure at least 98% availability of buses during first two years and 97% availability after two years till AMC. Failure to arrange for an immediate repair/maintenance to keep prescribed percentage of availability, as the case, shall be liable for penalty amount equivalent to 50% of average ticket earning per day of such AC buses during the month of the depot on the contractor. The amount of penalty will be recovered from outstanding payment of the firm or from bank guarantee during warranty or annual maintenance period as the case may be. Availability of 98%/97% will be calculated on monthly basis in number of days. For every Bus, a joint record will be maintained by the representatives of the contractee and the Contractor. Failure of AC will be treated as a break down.

4- PENALTIES:

In case proper maintenance & repair work of any AC plant & its accessories of vehicle(s) is not done by contractor and consequently a bus is not put into its scheduled trip or the schedule is delayed/cancelled/ results into breakdown as well as mechanical parameters are affected on this count, compensation thereof shall be paid by contractor to the contractee as per the decision taken by the Committee consisting of Asstt. Regional Manager, Senior Foreman and Senior Station In-charge of UPSRTC or any such committee formed for the purpose by the contractee, shall be liable to pay penalty as per details shown below herewith. Decision of committee shall be binding on contractor. The amount of penalty will be recovered from outstanding payment of the firm or from bank guarantee during warranty or annual maintenance period as the case may be.

Penalty Due to Breakdown of Buses:

Contractor shall ensure such maintenance & upkeep of AC plant & its accessories of the bus, so that there is no breakdown on this account. Still contractor shall make necessary arrangements to attend such breakdown in shortest possible time period. In case of such

breakdowns, penalty through recovery shall be imposed on contractor to the **extent of curtailment of schedule kilometer multiplied by the earning per Km decided by the above committee.**

There shall be no penalty in accidents relaxation of such Number of buses shall be adjusted for calculating 98% or 97% fleet availability.

5- **Zero tolerance for maintenance lapse:**

Contractor shall not deviate from schedule maintenances as per recommendation of AC manufacturer. Any delinquency on the part of contractor shall not tolerated. Repeated laxity on the part of contractor may lead to termination of contract after due notice.

The minimum time for the maintenance will be as follows:

- 6- During Annual Maintenance Contract Period, the Vendor would provide his well trained resident engineers/Technicians/Labors at purchaser depot to attend the maintenance and servicing of AC plant & its accessories of buses to ensure quality assurance/control etc. and for checking and preventive and breakdown maintenance. The Bus wise AMC shall be on regular basis to ensure at least 98% availability of buses during warranty period and 97% availability after warranty period till AMC, other wise penalty amount equivalent to 50% of average ticket earning per day during the month of the depot will be imposed on the contractor. The amount of penalty will be recovered from outstanding payment of the firm or from bank guarantee during warranty of annual maintenance period as the case may be Availability of 98%/97% will be calculated on monthly basis in number of days. For every bus a joint record will be maintained by the representatives of the purchaser and the contractor.
- 7- All supplies of spares for above AMC will be arranged by contractor by using his own resources including imports. The Purchaser shall pay for AMC in Indian rupees only.
- 8- Contractee may provide electricity & water along with space as presently available. Contractor shall be required to make own arrangement for Plant and Machinery, Tools, Jigs & Fixtures etc. required for proper Maintenance Services during Warranty and AMC period.
- 9- The tenderers should ensure that under AMC the facility for maintaining AC plant & its accessories of buses should be provided by him to ensure smooth operation of AC. Similarly Contractor shall ensure such maintenance & upkeep of AC plant & its accessories so that in event of breakdown on road due to AC plant & its accessories failures are attended in shortest possible time period. In case of such breakdowns, penalty through recovery shall be imposed on contractor as detailed in clause no. 4, 5 & 5.1.
Other Tools & Plant, special tools, machines, IT system required for inventory & workshop management, store bins, furniture for its own personnel, lighting fixtures & consumables, security of area under usage of contractor as required shall be set up by contractor at its own expenses.
- 10- During the Repair & Maintenance work the contractor shall use the parts as below:
 - a) For repair & maintenance of AC plant & its accessories, contractor shall use the original parts of manufacturer or O.E. suppliers or he may use parts supplied by A.S.R.T.U. Rate Contract firms and the old spare parts and unserviceable assemblies of the AC plant & its accessories or sub assemblies shall be returned to respective depot stores.
 - b) Lubricants, Coolant, Refrigerant etc. must be used as per recommendation of manufacturer.

- 11- Diesel will be provided by UPSRTC, only for operation of buses and not for cleaning of parts, record of which will be maintained by depots personnel.
- 12- Supervisors of the depots will carry out inspection of the maintenance & repair work done by contractor as per the standards/ norms of AC plant & its accessories manufacturer.
- 13- Supervisory staff of the contractee shall inspect all buses of the depots daily for assemblies, spares and other accessories and if any of these is found lost/missing during repair & maintenance, contractor shall be held responsible for the said loss and amount of the loss will be recovered from the contractor. The amount of loss will be worked out by the Committee consisting of Service Manager, Asstt. Regional Manager (Depot) & Asstt. Regional Manager (Finance)/Asstt. Account Officer of UPSRTC or any such committee formed for the purpose by the contractee and the decision of the Committee in this regard shall be binding to the contractor.
- 14- Contractor shall carry out repair & maintenance work in such a way that the operation of total No. of schedules operated in the depot shall not be affected.
- 15- Contractee reserves the right to increase/decrease the number of schedules as well as replace the old buses by new buses & vice-a-versa as and when required.
- 16- The depots shall allow contractor to use available workshop premises of the concerned depot only for the purpose of Maintenance/ repair work of contractee. The contractor shall ensure the use of these workshop premises properly and maintenance/repair of the same will be done by contractor. For any damages/loss to the workshop facilities, the contractor shall be held responsible and amount of the loss will be recovered from the contractor. The amount of loss will be worked out by the aforesaid committee and the decision of the Committee in this regard shall be binding to the contractor.
- 17- Latest technology Hand tools, Special Tools and Plant & Machinery required for Repair & Maintenance work will be brought in and used by contractor at his cost.
- 18- Any Kilometer required for testing of buses for any purpose will be verified by supervisor deputed by contractee.
- 19- Contractor is responsible for GST and any other Govt. Levies if any applicable against this MoU/Contract and same should be directly paid to concerned department as per law timely by the contractor under intimation to the UPSRTC(OR CONTRACTEE).
- 20- The contractor shall have to appoint/keep qualified and efficient staff in line with enclosed for the above repair & maintenance of AC plant & its accessories of buses and for that the contractor shall be responsible/liable to pay wages as per the prevailing rules of the law whatsoever. The UPSRTC (OR CONTRACTEE) shall in no way be responsible for any kind of payment or for any financial liabilities. The contractor shall have to take comprehensive insurance for all the staff and premises under the contract and shall have to produce the proof thereof till the contract is in force within a period of 15 days. It is further clarified that because of any accident/natural calamity if any injury caused or causality of the workman or damage to contractual property, the contractor shall be solely liable and responsible for the consequences of the same and there shall not be any responsibility on the part of the UPSRTC(OR CONTRACTEE). Adequacy of staff shall have to strictly maintained so as to smoothly run the AMC activity.
- 21- The contractor shall fulfill all the provisions of Rules and Regulation of the prevailing laws like Labour Laws, Industrial Dispute Act, Workman Compensation Act, Factory Act, and

Motor Vehicles Act etc. Any dispute arising out of the prevailing laws the contractor shall be liable and responsible for the same.

- 22- The contractor shall not transfer, subcontract or assign this contract to any other party and if any change in the partnership of the firm takes place, prior approval of the UPSRTC(OR CONTRACTEE) will be taken.
- 23- The contractor shall keep the premises/places under contract in good/ neat and clean and in good hygienic condition.
If any breach is committed then the UPSRTC(OR CONTRACTEE) shall have the right to terminate the contract without assigning any reason and also to recover the damages from the contractor.
- 24- Contractor shall obtain necessary License/Permit under the prevailing Law and also fulfill the provisions of Labour Laws and Industrial Dispute Acts for which any issues arising out of these provisions of Laws, the UPSRTC(OR CONTRACTEE) will not be liable & responsible for the same.
- 25- In the case of default on the part of contractor, UPSRTC(OR CONTRACTEE) reserves the right to terminate contract by giving 15 days advance notice. In such case, Security Deposit and Bank Guarantee of the contractor shall be forfeited by the UPSRTC(OR CONTRACTEE). In the case of formal termination of the contract, two months Notice can be given by contractor or UPSRTC(OR CONTRACTEE) as the case may be.
- 26- If the contractor discontinue the contract without prior permission during the contract period, the bank guarantee deposit and outstanding bills amount will be forfeited and any damages/loss arise due to discontinuing contract will be recovered from the contractor.
- 27- The contractor being a partnership firm, shall give in writing the confirmation to the effect that, all terms & conditions contained herein in this E-Tender form shall be binding to all the partners of the firm. All partners of the contractor shall be responsible jointly and severally for any civil, criminal and other liabilities.
- 28- All disputes and differences, arising out of the contract, shall be referred to the sole Arbitrator of the Managing Director of UPSRTC, Lucknow or his nominee, who shall be an Officer of the UPSRTC not below the rank of the General Manager whose decision shall be final and binding on both the parties. Thus submission shall be deemed to be submission to arbitration within the meaning of Indian Arbitration and Conciliation Act. 1996 and statutory modification thereof. All disputes are subject to Court at Lucknow Jurisdiction only

(20)

TENDER FORM

TENDER No.- No. 2776 / SM/LKO/2019/ COMPLETE BUS AIR CONDITIONING UNIT/2019

**FOR SUPPLY OF
COMPLETE BUS AIR CONDITIONING UNIT
AND
ANNUAL MAINTENANCE CONTRACT(AMC)**

**U. P. STATE ROAD TRANSPORT CORPORATION,
REGIONAL WORKSHOP, LUCKNOW**



FINANCIAL BID

- 1- COMPLETE BUS AIR CONDITIONING UNIT**
- 2- ANNUAL MAINTENANCE CONTRACT (AMC)**

Annexure "C"**FINANCIAL BID****QUOTED RATE FOR SUPPLY OF COMPLETE BUS AIR CONDITIONING UNIT**

Sl.	Name of Item	Specification	Alternate Part No. (If any)	Basic Rate	GST %	HSN Code
1	Complete Bus Air Conditioning Unit with Accessories-43KW including Heating System-12KW with Instalation & removal of old unit					

OTHER TERMS AND CONDITIONS

- 1- Quantity/Turnover Discount 1-.....% if order.....
(if any) 2-.....% if order.....
3-.....% if order.....
- 2- F.O.R. : (a) Destination () (b) Ex-Works ()
- 3- Acceptance of Credit Terms (Yes/No):
Please Quote Discount on Following Payment Terms
1- 30 Days Credit with.....% cash discount.
2- 15 Days credit with.....% cash discount.
3- 07 Days credit with.....% cash discount.
- 4- Freight amount to be charged if material send
to respective consignee Central Store Manager Lucknow
- 5- Any other Discount:.....
- 6- Brand Name.....
- 7- Guarantee of material to be supplied confirmation as per supply of ASRTU Specification and penalty
as per ASRTU Condition.....
- 8- Supply Capacity (Per Month)
- 9- Qty. Offer to UPSRTC (Per Month)
- 10- Firmness of rate:
(a)For a period of One Year (Yes/No).....
(b)Price Variation Formula.....

- 11- Acceptance of Eligible Lowest Rate..... (Yes/No)
- 12- Supply Status regarding other STU's
(Given Details)
- 13- Material to be supplied shall confirm to OE/ASRTU Specification: Yes/No.....
- 14- Address of the Place from where supply/billing shall be made.....
- 15- Your Bank Details :
 - (a) Name of Bank :
 - (b) Branch and City :
 - (c) Account No. (CBS) :
 - (d) IFSC Code:
- 16- Minimum lead-time required for delivery, from the date of purchase order.
(days)
(By Default 30 days)

Signature of tenderer with Stamp

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TENDER No.- No. 2776 / SM/LKO/2019/ COMPLETE BUS AIR CONDITIONING UNIT/2019

Annexure "G"**FINANCIAL BID****QUOTED RATE FOR ANNUAL MAINTENANCE(AMC) FPR A.C.
PLANT AND ITS ACCESSORIES**

Sl.	YEAR OF AMC	RATE RS (PER KM)	GST %	NET RATE
1	01st Year			
2	02nd Year			
3	03rd Year			
4	04th Year			
5	05th Year			

Signature of tenderer with Stamp

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