



***THE ANDHRA PRADESH STATE ROAD
TRANSPORT CORPORATION (APSRTC)***
*(The Andhra Pradesh State-Owned Road Transport
Corporation).*

***TENDERER –
CHIEF MECHANICAL ENGINEER (C&B),
FOR THE COMMISSIONER, PTD-Ex-Officio VC&MD, APSRTC,
RTC-HOUSE, VIJAYAWDA
REPRESENTING THE GOVERNOR OF ANDHRA PRADESH***

**RFP for Fabrication of
1489 New Bus Bodies
on BS-VI (OBD-II) Diesel Chassis**

September-2023

TENDER No. APSRTC/C&B-02/2023-24-MED

DISCLAIMER

This Request for Proposal (RFP) is being issued by APSRTC representing by its Commissioner/ PTD, Ex-Officio VC& MD in representing the Governor of Andhra Pradesh, for inviting Bids for fabrication of 1489 new bus bodies of various types on BS-VI (OBD-II norms) emission standards chassis on such terms and conditions as set out in this RFP document.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by APSRTC to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal for submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for APSRTC to consider particular needs of each Bidder. Each Bidder shall conduct his own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources.

APSRTC and their advisors undertake no warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

APSRTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and Draft Agreement documents.

The APSRTC reserves the right not to proceed with the appointment of bidder or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, or submitting a proposal.

APSRTC shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of Proposals, including costs and expenses related to visits to APSRTC. APSRTC reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The qualified bidders would be selected based on the criteria mentioned in this RFP. The Bidders are required to submit the required documents and other information as specified in relevant sections of this RFP. First the qualification parameters will be evaluated and then the Financial Bid will be opened and Bidders will be selected based on the price bid & qualification parameters set forth in the RFP.

REQUEST FOR PROPOSAL (RFP)

Preface

APSRTC representing by its Commissioner/ PTD, Ex-Officio VC & MD in representing the Governor of Andhra Pradesh, is inviting Tenders from Accredited Bus Body Fabricators for fabrication of 1489 new bus bodies of various types on BS-VI (OBD-II norms) emission standards chassis with APSRTC specifications except the buses for which approval is given to fabricate as per Homologation certificate of bidders and as per the terms and conditions mentioned in this RFP. Selected bidder shall supply the buses after fabrication of new bus bodies on BS-VI (OBD-II norms) chassis supplied by APSRTC.

Note: As per the RTC Delegation of Powers-2014 under the heading, Chief Mechanical Engineer (Chassis & Bodies) is the Tender Initiating Authority.

INTRODUCTION

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION (APSRTC) representing by its Commissioner/ PTD, Ex-Officio VC&MD/ APSRTC in representing the Governor of Andhra Pradesh, a State Government Undertaking, operates public bus services in the state of Andhra Pradesh and surrounding States. APSRTC intends to introduce 1489 new BS-VI (OBD-II norms) buses by fabricating new bus bodies through accredited bus body fabricators located within or outside AP state.

This RFP is being hereby published for inviting proposals from accredited bus body fabricators located within AP state or outside of AP state.

APSRTC reserves the right to increase or decrease this quantity of 1489 nos of bus body fabrication, it is expected to deliver all the buses after fabrication of new bus body as per the APSRTC specifications except the buses for which approval is given to fabricate as per Homologation certificate of bidders and delivery schedule communicated by APSRTC.



Andhra Pradesh State Road Transport Corporation

O/o the VC&MD,
RTC House, Vijayawada,
Dated: 01-09-2023.

TL5/286(2)/2023-MED.

Tender Notice No: APSRTC/C&B - 02/2023-MED

a) **APSRTC** is inviting e-Tenders from the **accredited** bus body fabricators located in Andhra Pradesh & other states for fabrication of the following type of bus bodies on the BS-VI (OBD-II) chassis supplied by the Corporation.

Lot no	Type of Bus Body	Type	Qty	Chassis Model
1	12 AC Sleeper (Vennela)	GI	8	AL236"-WB with front & rear Air suspension with retarder
2	12M AC Seater (Indra)	GI	32	
3	12M Non-AC Sleeper (Star Liner)	GI	27	AL236" WB with front & rear Air suspension without retarder
4	Super Luxury-GI	GI	735	TATA224" /AL222"/Eicher230" WB with front weveller & rear Air susp. with 4/6 cylinder.
5	Ultra Deluxe-GI	GI	95	
6	Ultra Deluxe-SS	SS	50	TATA224" /AL222" WB with front weveller & rear Air susp. with 6 cylinders.
7	Express-GI	GI	442	TATA224" /AL222"/Eicher230" WB with front & rear weveller susp. with 4/6 cylinder.
8	Express-SS	SS	100	TATA224" /AL222" WB with front & rear weveller suspension with 6 cylinder.

- b) Other State new fabricators (except Andhra Pradesh & Telangana) are eligible to participate in tender, only if they have fabricated minimum of 100 buses in any one year during the last three financial years.
- c) The RFP, Bus body specifications, Agreement and related documents will be available on www.mstcecommerce.com or www.apsrtc.ap.gov.in on or after **01-09-2023** and interested parties may download RFP, Specifications & Agreement from website.
- d) *No pre-bid meeting will be conducted. The Judicial Preview Process completed and the Hon'ble Judge, Judicial Preview has communicated their findings & recommendations which are incorporated in the RFP, Agreement and related documents.*
- e) The revised RFP, Specifications, Agreement and related documents are uploaded on www.apsrtc.ap.gov.in/tenders and www.mstcecommerce.com.

f) Schedule of Tender:

1	Uploading of Tender documents & specifications in APSRTC & MSTC Portal	01-09-2023
2	Start of submission of bids	01-09-2023
3	Closing of bids submission	14-09-2023, at 17.00 hrs
4	Opening of e-bids	15-09-2023 at 11.00 hrs
5	Audit of abstract of bids	19-09-2023
6	Reverse bidding event creation	22-09-2023
7	Start of Reverse bidding	22-09-2023 at 11.00 hrs
8	Closing of Reverse bidding	23-09-2023 at 15.00 hrs
9	Negotiations	26-09-2023

- g) E-Tender process will be through MSTC e-procurement portal. All the interested fabricators **who are accredited** shall complete vendor registration with MSTC to participate in e-Tender. Vendor registration in MSTC platform is free of cost. Tender documents along with terms and conditions, detailed "**Specifications for bus body fabrication on BS-VI chassis-2023**" and relevant drawings can be downloaded from MSTC portal or APSRTC portal.
- h) The bidder participating in e-Tender should possess valid accreditation certificate issued by CIRT/ARAI/any other agency authorized by GOI. The firms which are having valid accreditation certificate can participate in e-Tender. The firms which are not having the valid accreditation certificate are not allowed to participate in e-Tender and they will be rejected.
- i) Orders will be placed on successful bidders only after inspecting the premises of the new fabricators to ascertain that the new fabricator is having required infra and area before placing work orders.
- j) The bidders participating in e-tender should possess valid Class III digital key.
- k) Bidders have to pay an amount equal to 0.05% of the bid value or Min. ₹1,000/- and Max. ₹10,000/- plus GST whichever is lower to M/s MSTC through transaction fee payment link of MSTC to participate in e-bid process.
- l) Bidders have to pay an amount of ₹11,800/- including 18%GST to APSRTC by Transfer through IMPS/NEFT or by way of DD drawn in favor of FA&CAO, APSRTC towards Tender document charges and submit UTR no. or DDs in C&B section of Corporate Office before **14-09-2023** by 17.00 hrs along with all the documents physically mentioned in Annexure-A.
- m) A sum of ₹1,00,000/- should be paid by each bidder towards Earnest Money Deposit (EMD) by way of transfer through IMPS/NEFT or by Demand Draft drawn on any scheduled bank in favour of "FA&CAO, A.P.S.R.T.C., to be submitted in

C&B section by 17.00 Hrs on **14-09-2023** to be eligible to submit bids for a lot subject to condition no-11.b of Tender Terms & Conditions.

- n) IMPS/NEFT transfer shall be to **Current Account Number: 62472413226, IFSC code: SBIN0020169**
- o) SSI fabricators of AP are exempted from payment of EMD as per G.O.Ms.No.1020, dt.30-11-1976 of Department of Industries & Commerce, GOAP, on production of valid SSI certificate issued from Department of Industries, such valid certificate shall be submitted in original for verification at C&B section and remaining fabricators should pay EMD of Rs.1,00,000/-.
- p) Bidders shall quote their prices for each type of bus body in bid floor of MSTC portal.
- q) The e-Bids will be opened at **11.00 am on 15-09-2023**.
- r) After opening of the bids, reverse bidding will be conducted **based on the Lowest or indicative price whichever is lower**. Reverse bidding process will commence at **11.00am on 22-09-2023 and concludes on 23-09-2023 at 15.00hrs**.
- s) Reverse bidding process shall be as per G.O.Ms.No.67, Water Resources (reforms) Dept., dt.16-08-2019 as amended by G.O.Ms.No.79, Finance (HR-VTFR) Dept., dt.25-08-2020 & G.O.Ms.No.50, WR(R) Dept., dt.15-10-2020.
- t) **MSTC help line:** central help desk: 07969066600, helpdeskho@mstcindia.in
- u) **APSRTC Contact Nos:** 9959225111 (Dy. CME(C&B) & 9959225114 (AME C&B)



Chief Mechanical Engineer (C&B)



Andhra Pradesh State Road Transport Corporation

Terms & Conditions of the e-Tender No. APSRTC/C&B – 02/2023-MED

1. **APSRTC** is inviting e-Tenders from the **accredited** bus body fabricators located in Andhra Pradesh & other states for fabrication of the following type of bus bodies on the BS-VI (OBD-II) chassis supplied by the Corporation.

Lot no	Type of Bus Body	Type	Qty	Chassis Model
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2. Other State new fabricators (except Andhra Pradesh & Telangana) are eligible to participate in tender, only if they have fabricated minimum of 100 buses in any one year during the last three financial years.
3. For Vennela (AC Sleeper), Indra (AC Seater) & Star Liner (Non-AC Sleeper) fabrication, the bidders/fabricators who are having Homologation Certification for these models are only eligible to participate in Tender.
4. Vennela, Indra & Star Liner bus bodies are to be fabricated as per the firm's own Homologation Certification design.
5. Super Luxury, Ultra Deluxe & Express bus bodies are to be fabricated as per the APSRTC Homologation design.
6. Paint booth with baking facility is required for fabricating Vennela, Indra, Non-AC Sleeper, Super Luxury & Ultra Deluxe. It is desirable to have paint booth with baking facility for fabricating Express. However, the Express buses painting will

be allowed to carry out in paint booth with baking facility at any other location, on request of the firm.

7. Homologation Certificate should be submitted along with Tender document fee (DD), EMD and Accreditation certificate issued by any agency like CIRT/ARAI/any other agency approved by GoI.
8. APSRTC will supply AC units, passenger seat sets for Indra, Super Luxury & Ultra Deluxe and LED Destination Boards for all types of buses.
9. The bidder participating in e-Tender should possess valid accreditation certificate issued by CIRT/ARAI/any other agency authorized by GOI.
10. Bidders who have not paid Tender Document Fee of ₹ 11,800/- are not eligible to participate in the bidding.
11. All the bidders have to submit the documents mentioned in Annexure-A in physical form on or before 14-09-2023 by 15-00 hrs at APSRTC, C&B Section, RTC House, Vijayawada in addition to the uploading of documents in MSTC portal.

12. EMD:

- a) A sum of ₹1,00,000/- should be paid by each bidder towards Earnest Money Deposit (EMD) by way of transfer through IMPS/NEFT or by Demand Draft drawn on any scheduled bank in favour of FA&CAO, A.P.S.R.T.C. The DD or IMPS/NEFT receipt should be submitted in C&B section on or before **14-09-2023 by 17.00 Hrs**. The firms which have failed to submit EMD are not allowed to participate in e-Tender process.
- b) The firms registered under Small Scale Industrial (SSI) units category with the state Government of AP are exempted from payment of Earnest Money Deposit as per G.O.Ms.No.1020, dt.30-11-1976 of Department of Industries & Commerce, GOAP on production of valid SSI certificate issued from Department of Industries. Such valid SSI certificate shall be submitted in original for verification at C&B section on or before **14-09-2023 by 17.00 Hrs**.
- c) The EMD will be refunded to the unsuccessful bidder after finalization of the e-Tender process. EMD does not carry any interest.
- d) The EMD will be forfeited in case of non-payment of Security Deposits and non-submission of agreement in-time by successful bidder.
- e) In case of not acknowledging the work order and not responding for drawl of chassis, the EMD will be forfeited.

13. **Agreement:** The successful bidder shall execute an agreement in the proforma prescribed by A.P.S.R.T.C. on Non-Judicial stamp paper of ₹ 100/- for placing work order by APSRTC to fabricate bus bodies.

14. Security Deposit (SD):

- a) The successful bidders have to pay a Security Deposit (SD) of 5% of the total value of the order quantity through IMPS/NEFT or Demand Draft or Bank Guarantee (BG) in favor of FA&CAO, APSRTC.
- b) The SD shall be valid till the end of 27th month from the date of receipt of last bus. EMD paid will be adjusted against the SD and balance amount has to be paid by the successful bidder.
- c) The Security Deposit is refundable only after 27th month i.e., after 3 months on completion of warranty period from the date of receipt of the last bus body in the schedule of supply order.
- d) This SD would serve the requirements of performance guarantee of the bus bodies fabricated by the firm and for the safe custody of chassis supplied by APSRTC to the firm during fabrication process of bus bodies. No interest will be paid on Security Deposit (SD).
- e) The firms registered under Small Scale Industrial (SSI) units category with the state Governments of AP are exempted from payment of Security Deposit (SD), as per G.O.Ms.No.1020, dt.30-11-1976 of Department of Industries & Commerce, GOAP, on production of valid SSI certificate issued from Department of Industries, GOAP. They have to submit the indemnity bond on Rs.100/- non-judicial stamp paper, equal to the proposed SD amount. The Indemnity Bond is returnable only after 27 months from the date of receipt of last bus body.
- f) The SD will be forfeited in case the fabricator fails to draw the chassis adhere the work order conditions.
- g) The bidder/fabricator to coordinate with APSRTC and the banker to give response by banker to the letter of APSRTC to bank, on genuineness of Bank Guarantee, if issued. The banker shall be intimated that without letter of APSRTC, the Bank Guarantee cannot be revoked during its validity period.
- h) **Insurance:** Insurance to firm premises and for quantity & cost of the chassis allotted per month shall be submitted and then only chassis will be released.
- i) **Transit Insurance:** The chassis will be released on production of the transit insurance by the fabricator. The completed vehicle shall be handed over at new vehicle yard along with the transit insurance for the vehicle and then only the vehicle will be accepted.

15. IMPS/NEFT transfer shall be to APSRTC Current Account Number: 62472413226, IFSC code: SBIN0020169.

16. Tender process:

- a) The bidder participating in e-Tender should possess valid accreditation certificate issued by CIRT/ARAI/any other agency authorized by GOI. The firms which are having valid accreditation certificate can participate in e-Tender. The firms which are not having the accreditation certificate are not allowed to participate in e-Tender and their bids will be rejected.
- b) Bidders have to pay an amount equal to 0.05% of the bid value or Min. ₹1,000/- or Max. ₹10,000/- plus GST whichever is lower to M/s MSTC through payment gateway of MSTC to participate in e-bid process for each lot/type of bus body.
- c) Bidders have to pay an amount of ₹11,800/- including GST to APSRTC by transfer through IMPS/NEFT or by way of DD drawn in favor of FA&CAO, APSRTC towards Tender Document Fee and submit DDs or receipt of IMPS/NEFT transfer in C&B section of Corporate Office on or before **14-09-2023 by 17.00 hrs.**
- d) Bidders shall quote their basic price per bus body in bid floor of MSTC portal.
- e) The e-Bids will be opened at **11.00 am on 15-09-2023.**
- f) APSRTC/MSTC will not be responsible for local net connectivity problems if any during bidding process.

17. Bidding and Reverse Bidding:

- a) The Bidders shall have to meet eligibility and qualification criteria. Bidders would be required to quote the basic price per each bus body fabrication as per specifications. Price bid of the bidders, who are meeting eligibility and qualification criteria, will only be opened.
- b) The bidders can submit their bids online through MSTC portal on or before **14-09-2023, 17.00Hrs**
- c) Bidders can modify their bid amount any number of times on or before **14-09-2023, 17.00 Hrs.** However, modification can be on lower side only.
- d) Bid once submitted can't be withdrawn.
- e) The Bidder's whose Price Bid determined to be lowest and responsive or indicative price of APSRTC whichever is lower will be base price for reverse bidding.
- f) After opening of the price bid and after having price discovery i.e., lowest quoted price, the eligible bidders will be allowed to participate in Reverse Bidding as per the Bid Schedule.
- g) Reverse bidding will commence at **11.00 am on 22-09-2023 and concludes on 23-09-2023 at 15.00 hrs** and the e-procurement portal will allow auto extension of 10 minutes.
- h) Reverse bidding minimum decrement rate is ₹1000/-.
- i) Reverse bidding process shall be as per G.O.Ms.No.67, Water Resources (reforms) Dept., dt.16-08-2019 as amended by G.O.Ms.No.79, Finance (HR-VTFR) Dept., dt.25-08-2020 & G.O.Ms.No.50, WR(R) Dept., dt.15-10-2020.

- j) Bidders are not allowed to withdraw their last bid in reverse bidding.
- k) In case, if the Bid of Lowest Bidder in Reverse Bidding is found seriously unbalanced by APSRTC in relation to the market rate or its internal estimate or Good Industry Practice, APSRTC shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices.
- l) In case of the Reverse Bid Price of the lowest Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

18. Negotiations: The committee nominated by the Corporation will conduct negotiations with the bidders, if necessary, to decide the final price.

19. L1 bid will be defined as the lowest bid, obtained after closure of reverse bidding, if no negotiations conducted. In case of negotiations, the bidder who offers the lowest price in the negotiations will be defined as L1.

20. The firms quoted the lowest price in the reverse bidding process or in Negotiations, will be allotted with the quantities to the extent of their monthly assessed capacity or 50% of each type of bus body quantity whichever is lower. The balance quantities will be allotted to other bidders who participated in e-tender process and if they match their offer with the final price fixed by the Corporation and subject to meeting other requirements.

21. The bids for which the price bid is not submitted online shall be considered as non-responsive. Offline bids will not be accepted.

22. Bids shall remain valid for a period of 120 days after the date of opening of Price Bid.

23. The Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever

24. Rejection of Bids: A Bid is likely to be rejected by APSRTC without any further correspondence, as non-responsive, if:

- a. A bidder who submits more than one bid either in the form of individual or as a member of an entity, etc will cause the disqualification of all the tenders submitted by the bidder.
- b. Bids of the Bidders who have not paid Tender Document Fee of ₹11,800/-
- c. SSI Fabricators who have not submitted their SSI Certificate and failure to produce original before the due date and time.
- d. Non-SSI Fabricators who have not paid EMD.
- e. Bidders who are not having valid accreditation certificate.

- f. Bidders who are not having Homologation Certificate for AC Sleeper, AC Seater & Non-AC Sleeper i.e., Bus bodies on 12M chassis.
 - g. Each bidder shall submit only one bid for a lot. A bidder who submits or participates in more than one bid for a lot will be disqualified.
 - h. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
 - i. APSRTC reserves the right to reject a Bid as non-responsive if such Bid is valid for a period less than Bid Validity Period and APSRTC shall not be liable to send an intimation of any such rejection to such Bidder.
 - j. Failure of any one (or more) of the conditions set forth herein shall result in rejection of Bid.
 - k. Other State new fabricators who have not fabricated minimum of 100 buses in any one year during the last three financial years.
 - l. If the successful new fabricator is not having required infra and area for undertaking the fabrication.
 - m. If Paint booth with baking facility for fabricating Vennela, Indra, Non-AC Sleeper, Super Luxury & Ultra Deluxe is not available.
 - n. If an undertaking is not produced by the fabricators who want to fabricate Express bus bodies that they are having tie up with another fabricator who is having paint booth with baking facility.
 - o. Failure to submit AP GST registration or an undertaking that AP Registration will be submitted before entering into agreement.
 - p. Bidders may specifically note that while evaluating the Bid, if it comes to APSRTC's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this contract as well as future bids/contracts.
- 25.** Corporation reserves the right to increase or decrease the ordered quantity by 25% of any fabricator on administrative exigencies so as to realize the quantity of buses fabricated as per plan. The quantity may vary if any fabricator fails to fabricate the buses as per cycle time so as to complete the planned fabrication quantity by the Corporation.
- 26. Cycle Time:** The maximum prescribed cycle time for completion of bus body fabrication and delivery of bus from the date of supply of chassis (both dates included) is 60 days for GI/ SS bus bodies.
- 27.** For fabrication and delivery of proto type bus bodies by the new firms, additional cycle period of seven days will be allowed beyond maximum prescribed cycle time.

28. All the chassis on which the bodies are to be built will be supplied by the Corporation and it shall be entirely the responsibility of the fabricators to ask for and take delivery of the chassis from the corporation's premises when required giving the corporation a clear week's notice to enable the corporation to test the chassis and deliver the same to the fabricators and such notice to the corporation shall form an essential term of supply contract.
29. Maximum chassis that can be loaded at any given point of time to any firm will be 2 times the monthly assessed capacity of the firm. However, if any fabricator fails to deliver the buses after bus body fabrication as per the cycle time prescribed then the chassis will be withdrawn and allotted to other firms besides imposing penalty as mentioned below.

30. **Penalties:**

- a) If the fabricator fails to draw chassis as per the schedule communicated from C&B section, penalties will be imposed on the firm at the rates indicated below.

Sno	Description	Penalty
1	One month	1.00% of chassis cost
2	Second Month	2.00% of chassis cost

- Chassis cost for the purpose of this clause - **₹25 lakhs.**
- b) Corporation has the right to divert/modify the backlog work orders, in case the fabricator fails to draw the chassis as per the schedule or failure to fabricate as per cycle time. If the delay in drawl of chassis is more than 60 days or if the repeated delays in fabrication the allotted quantity will be cancelled besides forfeiting security deposit.
- c) In case of delays in bus body fabrication penalty will be levied on the firms as mentioned below:
- i. For GI/SS bus bodies 61st day onwards @ Rs.500/- per day per bus & 71st day onwards @ Rs. 1000/- per day per bus.
- d) All the new fabricators and the SSI fabricators of AP & Telangana who have not fabricated GI bodies to APSRTC, who are fabricating buses as per APSRTC specifications, has to fabricate Proto vehicle to ascertain the capabilities of the fabricator.
- e) In case of Proto type bus body, the penalty will be as follows:
Penalty will be imposed at the rate of Rs.500/- per bus body per day if the proto type bus body is delivered beyond the stipulated period of 67 days for GI/SS bus bodies and Rs.1000/- per bus body per day if the bus body is delivered beyond the stipulated period of 77 days for GI/SS bus bodies.
- f) In case of misuse of Corporation property, 24% per annum penal interest will be imposed and also the firm is liable for black listing.
- g) The Fabricator is liable for penalty to the extent of 1% to 3% of the cost of bus body for any kind of poor workmanship in finishing works. The minimum

penalty that could be levied is Rs.5000/- per bus or actual cost of material plus double the cost of labour for any kind of bad workmanship or if it is not possible to quantify the bad workmanship due to which the elegance of the bus body is spoiled, penalty will be levied within 1% to 3% of the cost of body, whichever is higher.

- h) Any penalty amount levied on the firms with respect to deviations, late drawl of chassis, late delivery of bus body, poor workmen ship, etc or any other deviations from the terms & conditions will be recovered from the payable amounts.
- 31.** If the chassis are not supplied by the Corporation for fabrication of bus body due to sudden change in Corporation requirement or financial reasons, the fabricator has no right to claim for loading the balance orders and the balance quantity ordered are deemed to be cancelled.
- 32. Force Majeure:** Subject to the causes beyond the control of the fabricators such as force-majeure, act of God, civil commotion, riot, fire, strike or lock-out, the fabricators shall make over the Corporation the bus bodies ex-Vijayawada, Completed and finished and ready for use on the road for the final inspection and acceptance of the Corporation. The force majeure period will be excluded for fabrication period and accordingly delay period will be counted.
- 33.** The chassis shall be collected by the fabricators from new vehicle yard, Vijayawada, APSRTC. The completed bus after body fabrication should be delivered at APSRTC new Vehicle Yard, Vijayawada or at the place specified. The fabricators shall at their own expenses, effect insurance coverage for the loss or damage, theft or otherwise, of the chassis for the period during which the chassis are in the premises of the fabricator, during Transportation of chassis from APSRTC to the firm premises and till the date of delivery of fully built bus body to APSRTC.
- 34.** Corporation reserves the right to divert the backlog orders of any fabricators so as to realize the planned quantity of Buses in the financial year.
- 35.** If the fabricator fails to draw the chassis as per the schedule, the chassis for backlog orders will be loaded first then only chassis for schedule orders will be loaded.
- 36. Supply of AC Units:** APSRTC supplies AC units to the fabricators for fitment in Vennela & Indra buses. The fabricator shall give intimation for the requirement of AC units 15 days in advance so as to arrange for supply of AC units.
- 37. Supply of Passenger Seats:** APSRTC supplies passenger seats to the fabricator for fitment in Indra, Super Luxury and Ultra Deluxe buses. The fabricator shall give intimation for the requirement of seats 15 days in advance so as to arrange for supply of seats. As far as possible, the passenger seats will be supplied with in the stipulated time. If any delay occurs in supply of seats by APSRTC, such delays/days will be counted on APSRTC and no penalties will be imposed on the firm.

38. Supply of LED Destination Boards: APSRTC supplies LED Destination Boards to the fabricators for fitment in Vennela, Indra, Star Liner, Super Luxury, Ultra Deluxe & Express buses. The fabricator shall give intimation for the requirement of LED Destination Boards 15 days in advance so as to arrange for supply of the LED Destination Boards.

39. Specifications & Deviations:

- a) The fabricators shall make no deviation from the specifications as per the bus body specifications on the BS-VI chassis-2023.
- b) Deviations from Specifications: No deviations from specifications will be permitted. Only in exceptional cases minor deviations can be permitted with prior approval of Chief Mechanical Engineer (Chassis & Bodies). Even for these deviations the fabricator should clearly indicate the reasons for seeking such deviations.
- c) If such deviations result in the use of lesser gauge or cheaper material than specified, the Corporation shall have right to recover the difference of the cost of material used as assessed by the Chief Mechanical Engineer (C&B), APSRTC and the Corporation shall have right to levy penalty if feels necessary and Chief Mechanical Engineer (C&B) decision in this regard shall be final. If superior material used, the Corporation is not liable to pay the additional cost.
- d) The difference in the BOM material cost and deviation material cost will be recovered from the on-hand bills.

40. Withdrawal of Chassis and Blacklisting:

- a) The Corporation reserves it's right to withdraw Chassis from the fabricators after expiry of a period of 120 days for GI/SS bus bodies respectively from the date of handing over of chassis, whether un-fabricated/partly fabricated duly canceling the work order and allot the same to other fabricators if Corporation is of the opinion that the fabricator is unduly delaying the work without any cogent reasons and the difference in cost if any will be recovered from the defaulted fabricators and the fabricator will be blacklisted for future tenders of the Corporation.
- b) In case of partly fabricated Bus Body, the payment will be made by the Corporation as per its assessment of the cost after fabrication. The parties to this Agreement hereby agree and declare that the decision of Corporation regarding the delay on the part of fabricator and also about the cost of the work carried over by the fabricator shall be final and binding on the fabricator. Penalty will be levied for the delay as per penalty clause.

41. Inspection: The bus bodies built will be inspected by the authorities of the Corporation at various stages of fabrication at the firms premises and also at the time of delivery of buses at APSRTC new vehicle yard. The fabricators shall particularly give all facilities to the inspectors of the Corporation to inspect the work in question at various stages of the manufacturing. The decision of the Corporation is final in accepting the bus bodies.

- 42. Materials inspection:** Corporation will pick up random samples of the materials used for fabrication of bus bodies by the fabricator and will be sent for testing. If the material fails in testing, the testing charges should be borne by the fabricator apart from levying penalty up to 2% of approved basic price of bus body.
- 43. Risk Fabrication Clause:** In case it is found that the Delivery Schedule is not adhered to strictly, the Corporation reserves the right to withdraw the Chassis from fabricator and allot the same to another fabricator and the difference in cost, if any, will be recovered from the defaulting fabricator.
- 44. Performance Guarantee:**
- a) The firm allotted with work order should submit performance guarantee that the bus bodies fabricated by the firm shall render satisfactory performance without developing any defects in bus bodies, till the bus body covers minimum 2,50,000 KMs or 24 months period whichever is later from the date of acceptance of bus body.
 - b) The fabricator shall give guarantee for the bus bodies as above for any failure on account of defective material or of workmanship, excluding glasses. However, if the glass breakage is due to improper fitment or structural defect, fabricator has to change the glasses during guarantee period on free of cost basis.
 - c) In the event of the fabricators failing to repair and recondition the body, the Corporation is entitled to have the necessary repairs or alterations done and recover the cost thereof from the fabricators and also to such damages as may accrue to the Corporation on that behalf.
- 45.** The Corporation reserves the right to cancel the Tender/Work Orders placed at any point of time without assigning any reason. No compensation is payable for such cancellation of Tender/ Work Order. The successful bidders shall not have any right to claim damages on account of such cancellations at any point of time.
- 46.** The Corporation reserves the right to increase or decrease the seating capacity or ask for certain fitments or obtain the corresponding rebate or pay proportionate cost as the case may be.
- 47.** The Corporation has the right to modify the work order in relation to design, quality of material or any other particulars and in such case the fabricators, should abide by the change and the Corporation shall have the right to deduct the amount which may have saved consequent to the modifications and the suppliers shall also have the right to claim extra amount in case, cost of fabrication has increased consequent to the modifications of specifications.
- 48.** The successful bidder shall keep the negotiated rates valid till completion of the quantity allotted in the work order or one year from the date of finalization of price whichever is later.

49. The delivery schedule of chassis will be given to firms by the Corporation against the orders placed based on assured/assessed capacity of the firm.

50. The firms should fabricate the bus bodies strictly as per the specifications and drawings supplied by the Corporation.

51. Statutory Provisions:

- a) The invoicing of the bus body fabrication shall be done by the bidder from with AP Registration only.
- b) The bidder shall submit APGST certificate along with bid.
- c) In case, the bidder is not having APGST certificate, the bidder shall give an undertaking to obtain APGST registration in the State of Andhra Pradesh and furnish the same before entering into contract agreement.
- d) Professional Tax: The bidder shall undertake while submitting the bid that in the event of finalization of its bid with eligibility and getting the contract, while entering contract agreement, the bidder shall submit proof of payment of professional tax by its respective contractor or its dealer if any in Andhra Pradesh, which is mandatory as per G.O.Ms.No.44, WR(R) Dept., dt.. 09-09-2021, as per Cir.Memo.No.ICD01-COOR/167/Reforms/2020-2, dt.09-09-2021.
- e) The GST will be allowed extra as per the existing rates. The bidder should submit documentary evidence in support of their claim of specific rate of GST. If the taxes are reduced, then the benefit shall be passed on to the Corporation.
- f) If GST increases during the delayed period due to the failure of the firm in completion of bus body fabrication within the allowed cycle time, such increase in GST shall be borne by the fabricator. The Corporation is not liable for such increase in GST.
- g) In addition to the above conditions, the firm shall comply with the statutory regulations that may come into force from time to time during the execution of orders. The firm should submit the copies of valid licenses and statutory documents to the corporation from time to time.

52. Payments: Payments for the bus bodies delivered will be made, within ten (10) working days after receipt of the required bills subject to acceptance of bus body by the Corporation. The GST amount will be released on submission of proof of GST amount paid by the fabricators.

53. The bidders have to mention their monthly fabrication capacities to build bus bodies to A.P.S.R.T.C. as the Corporation will place orders based on assured/assessed capacities of firms. Once the schedule for the work orders is given by the Corporation, it becomes binding on the firm to accept the order and to complete fabrication as per the stipulated schedule.

54. Vice Chairman and Managing Director of A.P.S.R.T.C. is the final authority to take decisions in case of any dispute that may arise while executing the orders and his decision is binding on all firms.

55. All disputes or litigations related to this e-Tender are subject to the jurisdiction of courts of Vijayawada or High Court of AP only.


Chief Mech Engineer (Chassis & Body)

I certify that I have studied the above terms and conditions and agree to abide by them.

Digital Signature of Bidder

Annexure-A**Documents to be Submitted by Bidder/Fabricator**

- 1) Tender Document Fees Rs.11,800/- (IMPS/DD).
- 2) EMD Amount – Rs.1,00,000/- for all fabricators except AP SSI firms.
- 3) Exemption Certificate for SSI Fabricators of AP.
- 4) Firm Accreditation Certificate issued by ARAI/CIRT/Any other agency.
- 5) Homologation Certification for fabrication AC Sleeper (Vennela), AC Seater (Indra) & Non-AC Sleeper (Star Liner) on 12M Chassis including the material sources used.
- 6) Factory License Certificate.
- 7) Firm Incorporation Certificate.
- 8) GST Certificate.
- 9) Self-Certification – No Blacklisting Certificate.
- 10) Security Deposit exemption certificate for SSI firms of AP State.
- 11) Documentary evidence as having fabricated 100 buses in any one year during the last three financial years for Other State new fabricators.
- 12) Self-Certificate with regard to availability of paint booth with baking facility for fabricating Vennela, Indra, Non-AC Sleeper, Super Luxury, Ultra Deluxe & Express buses.
- 13) For fabricating Express buses, if any fabricator who is not having paint booth with baking facility an undertaking shall be submitted regarding where the activity will be undertaken.
- 14) AP GST registration certificate or an undertaking to submit the AP GST certificate before entering into the contract agreement.

Note: All the bidders have to submit the above documents in physical form on or before 14-09-2023 by 17-00 hrs at APSRTC, C&B Section, RTC House, Vijayawada in addition to the uploading of documents in MSTC portal.