



OMNIBUS INDUSTRIAL DEVELOPMENT CORPORATION
OF DAMAN & DIU AND DADRA and NAGAR HAVELI LTD.
(A Govt. Undertaking)

Corporate Office : Plot No.35, Somnath, Nani Daman - 396 210.
Tel: (0260) 2241120, 2241112, Fax : (0260) 2241108.

No . OIDC/3/7/Trans./03/2012-2013/309

Date : 28.11.2013

CORRIGENDUM No. 2. (2nd Call)

Subject: E-Tender Notice for supply of 32 seater 16 nos. Diesel - Non AC Buses for running Transport Service by OIDC.

The tender on the subject stated is being modified following the pre-bid conference and shall be notified shortly. Dates for submission of tenders are being extended as per schedule below:

Submission of Bids:

1. Last Date & Time for submission
Of Tender / Bids online : **12.12.2013** upto **15:00 hours**.
2. Last Date & Time for submission
Of detail tender / bid in hardcopy. : **17.12.2013** upto **15:00 hours** at Office of the Manager
(Business),OIDC Ltd, Corporate Office, Plot no. 35,
Somnath, Nani Daman
3. Technical bid opening : At OIDC's Corporate Office on **18.12.2013** at **16.00 hours**
Plot No. 35, Somnath, Nani Daman.
4. Financial bid opening : At OIDC's Corporate Office on **06.01.2014** at **16.00 hours**.

Sd/
General Manager (Business)
OIDC Ltd., Daman.

**CORRIGENDUM FOR E – TENDER (2nd Call) FOR SUPPLY OF FULLY BUILT
NON AC- DIESEL- 32 SEATER BUSES Dated- 31.10.2013.**

Sr. No	Page No.	Clause No.	Existing Tender Conditions:	Modified Tender Conditions
			NOTICE INVITING TENDER (NIT) (2nd Call)	NOTICE INVITING TENDER (NIT) (2nd Call)
1	3 of 73	Section - I	Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli (OIDC) Ltd. invites E-Tender from manufacturers of fully built 32 seater Diesel Buses for supply of 16 Nos. Fully Built Standard Floor, Diesel- Non AC Buses with responsibility for comprehensive maintenance for a period of minimum 05 years from the date of commissioning of buses by the Bidder (including standard warranty period as offered by the bus manufacturer conforming to Bharat Stage- III/IV standards).	Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli (OIDC) Ltd. invites E-Tender from manufacturers of fully built 32 seater Diesel Buses for supply of 16 Nos. Fully Built Standard Floor, Diesel- Non AC Buses with responsibility for comprehensive maintenance for a period of minimum 05 years from the date of commissioning of buses by the Bidder (including standard warranty period as offered by the bus manufacturer conforming to at least Bharat Stage- III/IV or better standards). The parts are replaced under warranty period shall not be charged.
2	3 of 73	4	Eligibility Criteria:	Eligibility Criteria:
			The bidder would be required to supply all the buses ordered within a period of 60 days in the colour scheme and with logo as provided by the purchaser.	The bidder would be required to supply 75% of buses within 60 days and remaining 25% supply of buses within 90 days in the colour scheme and with logo as provided by the purchaser..
		1. GENERAL :	(Section - II) - INSTRUCTIONS TO BIDDERS :	(Section - II) - INSTRUCTIONS TO BIDDERS :
3	4 of 73	1.1	OIDC (hereinafter referred to as the Purchaser), invites Online tender in Two Bid System for supply and annual maintenance contract of 32 seater 16 numbers of buses as per	OIDC (hereinafter referred to as the Purchaser), invites Online tender in Two Bid System for supply and annual maintenance contract of 32 seater 16 numbers of buses as per "Schedule of

			<p>“Schedule of Requirements” and „Technical specifications”, along with responsibility of maintenance up to 05 years from the date of commissioning of buses by the bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards), from established and reliable manufacturers having at least <u>10 years “experience”</u> in manufacturing, supply and <u>maintenance of fully built buses</u> by the years ending on 31.03.2013.</p>	<p>Requirements” and „Technical specifications”, along with responsibility of maintenance up to 05 years from the date of commissioning of buses by the bidder (including standard warranty period offered by the bus manufacturer conforming to at least Bharat Stage- III / IV or better standards), from established and reliable manufacturers having at least <u>10 years “experience”</u> in manufacturing, supply and <u>05 years for maintenance of fully built buses</u> for the years ending on 31.03.2013.</p>
4	6 of 73	2.6	<p>Eligibility Criteria: The bidder would be required to supply all the buses ordered within a period of 60 days in the colour scheme and with logo as provided by the purchaser.</p>	<p>Eligibility Criteria: The bidder would be required to supply all the buses ordered within a period of 60 days in the colour scheme and with logo as provided by the purchaser.</p>
5	7 of 73	<p>9</p> <p>9.2</p>	<p>COMPLIANCE WITH TECHNICAL SPECIFICATIONS:</p> <p>The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Act 1988 (MVA), the Central Motor Vehicle Rules 1989 (CMVR), along with any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery. All the Govt. levies/ taxes as applicable up to the date of supply of buses shall be borne by the supplier.</p>	<p>COMPLIANCE WITH TECHNICAL SPECIFICATIONS:</p> <p>The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Act 1988 (MVA), the Central Motor Vehicle Rules 1989 (CMVR), along with any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery. All the Govt. levies/ taxes as applicable which will be on the basic price up to the date of supply of buses shall be borne by the purchaser. Hence, in case there is variation in Govt. levies during the period of contract same can be paid on actual basis subject to delivery</p>

				arranged within delivery schedule.
6		11	ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: The bidders shall alongwith the bid provide satisfactory evidence acceptable to the Purchaser as given below:	ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: The bidders shall alongwith the bid provide satisfactory evidence acceptable to the Purchaser as given below:
	8 of 73	11.1 (b).	The bidder should be a manufacturer of diesel Buses with at least 10 years experience in line during at least preceding three years ending on 31.03.2013. The Bidders shall furnish all information on past supplies and their satisfactory performance pertaining to diesel buses.	The bidder should be a manufacturer of diesel Buses with at least 10 years experience in line and the average annual turnover of the Bidder shall not be less than Rs. 25.00 Crores for each of the preceding 3 financial years i.e.2010-11, 2011-12& 2012- 13. during at least preceding three years ending on 31.03.2013. The Bidders shall furnish statement of past supplies.
	8 of 73	11.1 (c).	Experience certificate for supplying minimum 25 buses in the last 3 financial years (2010-11, 2011-12 & 2012-13) to the Govt. / Semi Govt. bodies	Copies of supply orders to be provided for supplying minimum 25 buses in the last 3 financial years (2010-11, 2011-12 & 2012-13) to the Govt. / Semi Govt. bodies
7		12	FACILITIES FOR ANNUAL MAINTENANCE CONTRACT	FACILITIES FOR ANNUAL MAINTENANCE CONTRACT
	9 of 73	12.1	The Bidder shall have own workshop facilities or of authorized dealer for Daman & Dadra Nagar Havel either in Daman, Vapi, or Silvassa, maximum upto Valsad and for Diu maximum up to Amreli/Junagadh to provide annual maintenance contract of the buses during a minimum period of 05 years from the date of commissioning of buses by the bidder (including standard warranty period by bus	The Bidder shall have own workshop facilities or of authorized dealer for Daman & Dadra Nagar Havel either in Daman, Vapi, or Silvassa, maximum upto Valsad & Umergaon and for Diu maximum up to Amreli/Junagadh or nearby vicinity of the Daman, Silvassa & Diu place mentioned above to provide annual maintenance contract of the buses during a minimum period of 05 years from the date of commissioning of buses by

			<p>manufacturer conforming to Bharat Stage- III / IV standards). If under any circumstance the supplier would have to take the bus/es for repairs/ maintenance at place other than the designated workshop, the expense of taking the bus/es shall be borne by the supplier.</p>	<p>the bidder (including standard warranty period by bus manufacturer conforming to at least Bharat Stage III / IV or better standards). If under any circumstance the supplier would have to take the bus/es for repairs/ maintenance at place other than the designated workshop, the expense of taking the bus/es shall be borne by the supplier.</p>
	9 of 73	12.2	<p>After the successful supply and commissioning of the buses, the bidder shall provide maintenance and after sales service support for trouble free service on single point responsibility basis during a minimum period of 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standard).</p>	<p>After the successful supply and commissioning of the buses, the bidder shall provide maintenance and after sales service support for trouble free service on single point responsibility basis as may be agreed upon during a minimum period of 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to at least Bharat Stage- III / IV or better standard).</p>
8		13	DOCUMENTS / ITEMS COMPRISING THE BID	DOCUMENTS / ITEMS COMPRISING THE BID
	9 of 73	13.2	<p>The Bidders would be required to supply in a CD a Power Point Presentation of bus intended for supply to highlight the required / specified salient features of their product / model offered to the Purchaser.</p>	<p>The Bidders would be required to supply in a CD or a Power Point Presentation or any other mode including manual sets of bus intended for supply to highlight the required / specified salient features of their product / model offered to the Purchaser.</p>
9		14	BID SECURITY / EARNEST MONEY DEPOSIT (EMD) :-	BID SECURITY / EARNEST MONEY DEPOSIT (EMD) :-
	10 of 73	14.1	<p>The Bidder shall furnish separate Bid security (hereinafter also referred to as "Earnest Money Deposit" (EMD) of 6,00,000.00 (Rupees Six Lakhs only). Bid security shall be submitted in a separate sealed envelope superscribed "Earnest Money Deposit</p>	<p>The Bidder shall furnish separate Bid security (hereinafter also referred to as "Earnest Money Deposit" (EMD) of 6,00,000.00 (Rupees Six Lakhs only). Bid security shall be submitted in a separate sealed envelope superscribed "Earnest Money Deposit „for Bid</p>

			<p>„for Bid due on 21.11.2013 upto 15.00 hours for 16 Non AC buses to be deposited. The Earnest Money Deposit (EMD) should be in the form of „Account payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee“ payable in favour of Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Ltd., payable / en-cashable at Daman of a “NATIONALIZED BANK” valid upto 3 months or the validity of tender whichever is later. Demand Draft/Fixed Deposit Receipt/Bank Guarantee of a Non Nationalized Bank will not be accepted.</p>	<p>due on 12.12.2013 upto 15.00 hours for 16 Non AC buses to be deposited. The Earnest Money Deposit (EMD) should be in the form of „Account payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee“ payable in favour of Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Ltd., payable / en-cashable at Daman of a “NATIONALIZED BANK” valid upto 3 months or the validity of tender whichever is later. Demand Draft/Fixed Deposit Receipt/Bank Guarantee of a Non Nationalized Bank will not be accepted.</p>
10		17	PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS:	PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS:
	11 of 73	17.3	<p>The Bidders should quote their lowest possible prices. The price quoted shall be firm and not be subject to any upward variation except for the variation in statutory levies & duties as stated above.</p>	<p>The Bidders should quote their lowest possible prices. The price quoted shall be firm and not be subject to any upward variation except for the variation in statutory levies & duties as stated above. All the Govt. levies/ taxes as applicable which will be on the basic price up to the date of supply of buses shall be borne by the purchaser. Hence, in case there is variation in Govt levies during the period of contract same can be paid on actual basis subject to delivery arranged within delivery schedule.</p>
	11 of 73	18	<p>Insurance : Comprehensive insurance will be arranged by the purchaser.</p>	<p>Insurance : Comprehensive insurance will be arranged by the purchaser of its own cost from the delivery point.</p>
11		19	BID VALIDITY	BID VALIDITY
	11 of 73	19.1	<p>The bid shall remain valid and open for</p>	<p>The bid shall remain valid and open for acceptance</p>

			acceptance for a period of 45 days from the specified date of opening of financial bid.	for a period of 90 days from the specified date of opening of financial bid.
	11 of 73	19.2	In exceptional circumstances prior to expiry of the original bid validity period, the Purchaser may request the Bidder for extension in the period of validity. A Bidder may refuse the request without becoming liable for forfeiture of EMD. However this bid may be rejected by the purchaser on such refusal. Moreover, the bidder agreeing to the request will not be permitted to modify his Bid.	In exceptional circumstances prior to expiry of the original bid validity period, the Purchaser may request the Bidder for extension in the period of validity. However this bid may be rejected by the purchaser on such refusal. Moreover, the bidder agreeing to the request will not be permitted to modify his Bid.
12		20	FORMAT AND SIGNING OF BID	FORMAT AND SIGNING OF BID
	12 of 73	20.3	The bid/bids shall contain no interlineations, or overwriting or corrections and such a bid shall be rejected without assigning any reason.	The bid/bids shall contain no interlineations, or overwriting or corrections and such a bid shall be rejected without assigning any reason.
13		25	EVALUATION AND COMPARISON OF BIDS	EVALUATION AND COMPARISON OF BIDS
	13 of 73	25.3	The Purchaser shall evaluate and compare the price/financial bids of only those Bidders who are successful in technical bid and have offered the prices complete in all respect as per the TENDER document. The evaluation will be made at all inclusive total price of a bid. The total price means the Bus price & AMC price offered for the period of 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standard).	The Purchaser shall evaluate and compare the price/financial bids of only those Bidders who are successful in technical bid and have offered the prices complete in all respect as per the TENDER document. The evaluation will be made at all inclusive total price of a bid with AMC or without AMC as the purchaser may decide. If two or more tenders are equally in monitoring terms then for evaluation and proposal wattage to various matters like background of the company/technical aspects and AMC will be considered at the sole discretion of the OI DC.

			(No escalation charges on any account will be admissible)	
14	14 of 73	26	AWARD OF CONTRACT: AWARD CRITERIA	AWARD OF CONTRACT: AWARD CRITERIA
			Subject to the above, the Purchaser will consider the Bidder whose Bid has been determined to be responsive, complete and in accordance with the TENDER document and whose offer on overall evaluation has been determined to be the lowest acceptable offer.	Subject to the above, the Purchaser will consider the Bidder whose Bid has been determined to be responsive ('responsive' means – which conforms to all terms & conditions & specification of bid document without any material deviation or reservation. Bidder to specify any deviation.), complete and in accordance with the TENDER document and whose offer on overall evaluation has been determined to be the lowest acceptable offer.
15	15 of 73	30	PERFORMANCE SECURITY Within 30 days of dispatch of the „Letter of Acceptance“ from the Purchaser, the successful Bidder shall furnish to the Purchaser a Performance Security for an amount equivalent to 5% of the total Contract value. It will be taken in two parts i.e. 5% of the total cost of the buses for which bid has been submitted and 5% of the total cost of AMC as quoted in the bid. The performance guarantee for buses can be released on successful and timely supply and commissioning of buses, while the performance guarantee of AMC shall be valid for period up to completion of AMC period. We can accept Fixed Deposit Receipt/Bank Guarantee from any Nationalized Bank as performance security amount.	PERFORMANCE SECURITY Within 30 days of dispatch of the „Letter of Acceptance“ from the Purchaser, the successful Bidder shall furnish to the Purchaser a Performance Security for an amount equivalent to 5% of the total Contract value. It will be taken in two parts i.e. 5% of the total cost of the buses for which bid has been submitted and 5% of the total cost of AMC as quoted in the bid. The performance guarantee for buses can be released on successful and timely supply and commissioning of buses, while the performance guarantee of AMC shall be valid for period up to completion of AMC period. We will accept only Fixed Deposit Receipt/Bank Guarantee from any Nationalized Bank as performance security amount.
16		2	GENERAL CONDITIONS	GENERAL CONDITIONS OF

			OF CONTRACT : PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS.	CONTRACT : PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS.
	16 of 73	2.5	The Bidder shall be absolutely liable for the same model, specifications and manufacture of the bus as per the design and model approved by the Purchaser. The bidder should supply exact buses as specified in their tender. Any deviation in the specification should not be acceptable as fulfillment of the contract and should be rectified at the cost and consequences of the bidder within a period of 10 days of intimation or delivery.	The Bidder shall be absolutely liable for the same model, specifications and manufacture of the bus as per the design and model approved by the Purchaser. The bidder should supply exact buses as specified in their tender. Any deviation in the specification shall not be acceptable as fulfillment of the contract and should be rectified at the cost and consequences of the bidder within a period of 10 days of intimation or delivery.
17		4	PERFORMANCE SECURITIES.	PERFORMANCE SECURITIES.
	17 of 73	4.1	The Bidder shall furnish Performance securities en-cashable at Daman by way of a Bank Guarantee/Fixed Deposit Receipt in the Proforma prescribed in the TENDER document within 30 days from the date of dispatch of the „Letter of Acceptance“ of the bid by the Purchaser, for an amount equivalent to 5% of the value of the contract in Indian Rupees. It will be taken in two parts i.e. 5% of the total cost of the buses for which bid has been submitted and 5% of the total cost of AMC as quoted in the bid. The performance guarantee for buses can be released on successful and timely supply and commissioning of buses, while the performance guarantee of AMC shall be valid for period up to completion of AMC	The Bidder shall furnish Performance securities en-cashable at Daman by way of a Bank Guarantee/Fixed Deposit Receipt in the Proforma prescribed in the TENDER document within 30 days from the date of dispatch of the „Letter of Acceptance“ of the bid by the Purchaser, for an amount equivalent to 5% of the value of the contract in Indian Rupees. It will be taken in two parts i.e. 5% of the total cost of the buses for which bid has been submitted and 5% of the total cost of AMC as quoted in the bid. The performance guarantee for buses can be released on successful and timely supply and commissioning of buses, while the performance guarantee of AMC shall be valid for period up to completion of AMC period.

			period.	
	17 of 73 18 of 73	4.3	The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Bidder in the fulfillment or performance in any manner whatsoever of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser	The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Bidder in the fulfillment or performance in any manner whatsoever of the contract under reference including AMC with the Purchaser or any part thereof to the satisfaction of the Purchaser
18		5	LIQUIDATED DAMAGES:	LIQUIDATED DAMAGES:
	18 of 73	5.5	The amount of pre estimated Liquidated damages to be charged under the contract, in terms or preceding sub clauses shall not exceed 10% of the total value of contract (inclusive of duties & taxes but excluding annual maintenance contract charges). If the supplier fails to supply the buses in the prescribed time period the award may be terminated by the purchaser.	The amount of pre estimated Liquidated damages to be charged under the contract, in terms or preceding sub clauses shall not exceed 10% of the total value of contract (inclusive of duties & taxes but excluding annual maintenance contract charges). If the supplier fails to supply the buses in the prescribed time period the award may be terminated by the purchaser.
19	19 of 73	7	FORCE MAJEURE	FORCE MAJEURE
20		8	DELIVERY	DELIVERY
	20 of 73	8.1	The delivery of 16 Non AC Standard Floor Buses including prototype bus is to be completed within the contracted delivery schedule of 60 days from the date of issue of letter of acceptance. If the Bidder fails to complete the supplies within contracted delivery period of 60 days, the Purchaser shall take actions as per Clause 5 of General Conditions of	The delivery of 16 Non AC Standard Floor Buses including prototype bus is to be completed within the contracted delivery schedule of 60 days from the date of issue of letter of acceptance. If the Bidder fails to complete the supplies within contracted delivery period of 60 days, the Purchaser shall take actions as per Clause 5 of General Conditions of Contract.

			Contract.	
	20 of 73	8.3	The Bidder shall commission the buses within 2 days of receipt of the delivery of the buses by the purchasers at the delivery destinations. If the Bidder fails to commission the buses during aforesaid period, it shall be open for the Purchaser shall take action for penalty / damages as per Conditions of Contract.	The Bidder shall commission the buses within 2 days of receipt of the delivery of the buses by the purchasers at the delivery destinations. If the Bidder fails to commission the buses during aforesaid period, it shall be open for the Purchaser shall take action for penalty / damages as per Conditions of Contract. "Commissioning means ready in all respect and road worthy.
	21 of 73	8.8 (c)	8.8 A failure or delay by the Bidder in the performance of their obligations for delivery and commissioning of buses, the Purchaser at their discretion may take any one or all of the following actions : a) Terminate the Contract for unsupplied quantity, and/or b) En-cash the Performance Bank Guarantee and/or c) Effect purchases at the Bidder's risk and cost for the unsupplied quantity herein after, and/or d) Extend the delivery period for the unsupplied/non-commissioned quantity with imposition of pre estimated liquidated damages.	8.8 A failure or delay by the Bidder in the performance of their obligations for delivery and commissioning of buses, the Purchaser at their discretion may take any one or all of the following actions : a) Terminate the Contract for unsupplied quantity, and/or b) En-cash the Performance Bank Guarantee and/or c) Effect purchases at the Bidder's risk and cost for the unsupplied quantity herein after i.e. If extra cost is incurred to affect these purchases it should be the liability of the bidder. and /or d) Extend the delivery period for the unsupplied/non-commissioned quantity with imposition of pre estimated liquidated damages.
21		10	SETTLEMENT OF DISPUTE AND ARBITRATION	SETTLEMENT OF DISPUTE AND ARBITRATION
		10.2 (a)	Arbitration Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. Arbitrator will be appointed by the	Arbitration Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. Arbitrator will be appointed by the Administrator of

			Administrator of Daman, Diu and Dadra & Nagar Haveli at the request in writing by any of the parties.	Daman, Diu and Dadra & Nagar Haveli at the request in writing by any of the parties.
	22 of 73	10.2 (b)	Place of Arbitration The place of arbitration shall be UT of Daman, and shall be subject to the jurisdiction of its Principal Civil Court of Original jurisdiction at Daman.	Place of Arbitration The place of arbitration shall be UT of Daman, and shall be subject to the jurisdiction of its Principal Civil Court of Original jurisdiction at Daman.
22		12	WARRANTY	WARRANTY
	23 & 24 of 73	12.1	The Bidder will be responsible for any defect or failure of Buses or equipment provided in these buses due to defective design, material or workmanship, for operation of buses as per standard warranty (based on kilometers) offered by the bus manufacturer applicable for each bus.	The Bidder will be responsible for any defect or failure of Buses or equipment provided in these buses due to defective design, material or workmanship, for operation of buses as per standard warranty offered by the bus manufacturer applicable for each bus. The bidder shall have to specify standard warranty clearly.
23		13	INSPECTION OF BUSES AT DESTINATION STATION	INSPECTION OF BUSES AT DESTINATION STATION
	24 of 73	13.1	On receipt of the Buses at the place of delivery, the buses shall be jointly inspected by the Bidder and the Purchaser for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, occurred during the transportation of the buses to the destination, if any shall be noted and the 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's manufacturing unit before the dispatch of each bus and the buses should be dispatched to the destination on obtaining satisfactory	On receipt of the Buses at the place of delivery, the buses shall be jointly inspected by the Bidder and the Purchaser for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, occurred during the transportation of the buses to the destination, if any shall be noted and the Bidder shall be initiated for immediate rectifications or replacement as the purchaser may deem fit. However, inspection of the individual bus shall be carried out by an authorized team / person at the supplier's manufacturing unit before the dispatch of each bus and the buses should be dispatched to the destination on obtaining

			Inspection report from the purchaser.	satisfactory Inspection report from the purchaser. For this inspection at suppliers premises bidder should give advance notice of 7 days so that delay on this account is not blamed for not meeting delivery schedule.
24	24 of 73	16	SERVICE MANUALS AND SPARE PARTS CATALOGUES Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc., shall have to be provided along with the buses free of cost.	SERVICE MANUALS AND SPARE PARTS CATALOGUES Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc., shall have to be provided along with the buses free of cost.
25		19	ANNUAL MAINTENANCE CONTRACT (AMC)	ANNUAL MAINTENANCE CONTRACT (AMC)
	25 of 73	19.1	The Bidder shall be required to submit their comprehensive AMC offer for maintenance of buses upto 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards) 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, repairing of lighting system and routine body repairs etc., inclusive of labour cost to ensure 85% availability for the first three years and 80% availability after three years upto AMC period failing which penalty shall be imposed as prescribed. The Bidder shall be responsible for carrying out repairs and servicing etc. for	The Bidder shall be required to submit their comprehensive AMC offer for maintenance of buses upto 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to at least Bharat Stage- III / IV or better standards) 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, repairing of lighting system and routine body repairs etc., inclusive of labour cost to ensure 85% availability for the first three years and 80% availability after three years upto AMC period failing which penalty shall be imposed as prescribed. The Bidder shall be responsible for carrying out repairs and servicing etc. for complete buses (including supply of

			<p>complete buses (including supply of consumables, replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/ subassemblies etc.) excluding diesel, tyres, tubes, flaps and batteries till 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards). Accidental repair and denting / painting shall be covered by purchaser through insurance. However, in case of accidents, vehicle shall be repaired and delivered without waiting for payment of the insurance claim.</p>	<p>consumables, replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/ subassemblies etc.) excluding diesel, tyres, tubes, bulbs, flaps and batteries till 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to at least Bharat Stage- III / IV or better standards). Accidental repair and denting / painting shall be covered by purchaser through insurance. However, in case of accidents, vehicle shall be repaired and delivered without waiting for payment of the insurance claim.</p>
	26 of 73	19.4	<p>These buses shall be attended at Purchaser place as well as for minor repairs on line to minimize down time. However, as per 19.12 major repairs shall be undertaken at the contractor's own workshop. Towing charges of vehicle/buses from the place of failure accident to the place of repairs shall be borne by the purchaser and supplier shall facilitate in towing the buses. No infrastructure or manpower will be provided by the purchaser at the place. The maximum response time for break down complaint on line, during annual maintenance period (i.e. time requested for supplier's maintenance engineers to report to the site after</p>	<p>These buses shall be attended to at Purchaser place as well as for minor repairs on line to minimize down time. However, as per 19.12 major repairs shall be undertaken at the contractor's own workshop. Towing charges of vehicle/buses from the place of failure accident to the place of repairs shall be borne by the purchaser and supplier shall facilitate in towing the buses. No infrastructure or manpower will be provided by the purchaser at the place. The maximum response time for break down complaint on line, during annual maintenance period (i.e. time requested for supplier's maintenance engineers to report to the site after a request call /telegram/fax /email is made or letter is written) shall not exceed 05 hours</p>

			<p>a request call /telegram/fax /email is made or letter is written) shall not exceed 05 hours within OI DC or in immediate vicinity of OI DC. Any delay beyond 05 hours on line, the penalty will be imposed on the Bidder on a/c of missed KMs on that day. During Annual Maintenance Contract Period, the Bidder would provide his well trained resident engineers/ Technicians/ trained staff etc. to attend to the maintenance and servicing of buses to ensure quality assurance/ contract etc. and for checking and preventive maintenance prior to the schedule of departure of each bus daily/regularly.</p>	<p>within OI DC or in immediate vicinity of OI DC. Any delay beyond 05 hours on line, the penalty will be imposed on the Bidder on a/c of missed KMs on that day. Missed Kms. shall be calculated on the basis of average daily operation of the bus. Missed kms. refers to the Kms. which would otherwise have been run/bus operated based on average of previous month. During Annual Maintenance Contract Period, the Bidder would provide his well trained resident engineers/ Technicians/ trained staff etc. to attend to the maintenance and servicing of buses to ensure quality assurance/ contract etc. and for checking and preventive maintenance prior to the schedule of departure of each bus daily/regularly.</p>
	26 & 27 of 73	19.5	<p>The bus wise maintenance shall be on regular basis to ensure 85% availability for the first three years and 80% availability after three years upto AMC period. In case of failure to arrange for immediate repair/maintenance to keep 85%/80% availability, the Bidder shall be liable for Rs. 1,000/- per bus per shift. The amount of pre-estimated damages will be recovered from outstanding payment of the Bidder or from performance security as the case may be The penalty of Rs. 1000/- per bus per shift shall be reviewed after every financial year and re-fixed based upon gross average earning per bus per day of these buses during the last financial</p>	<p>The fleet wise maintenance shall be on regular basis to ensure 85% availability for the first three years and 80% availability after three years upto AMC period. In case of failure to arrange for immediate repair/maintenance to keep 85%/80% availability, the Bidder shall be liable for Rs. 1,000/- per bus per shift. The amount of pre-estimated damages will be recovered from outstanding payment of the Bidder or from performance security as the case may be The penalty of Rs. 1000/- per bus per shift shall be reviewed after every financial year and re-fixed based upon gross average earning per bus per day of these buses during the last financial year in the depot in case the same is on higher side.</p>

			year in the depot in case the same is on higher side.	
	27 of 73	19.6	Repairs due to accidents because of the reasons attributable to the defects /mechanical failure/ fire of the bus shall be the responsibility of the Contractor. However, in case of any dispute a joint committee consisting of two members each of both parties will decide the case. Decision of "OIDC" will be final incase the joint committee fails to decide the matter conclusively.	Repairs due to accidents because of the reasons attributable to the defects /mechanical failure/ fire of the bus shall be the responsibility of the Contractor. Either Party may require the Dispute to be referred to Transport Secretary, Union Territory of Daman & Diu/OIDC for amicable settlement. Upon such reference, both the Parties and the Transport Secretary or his nominee shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions as referred of the clause 10.2 of GCC.
	27 of 73	19.8	Subject to cost of repairs to the extent of material cost only shall be paid by the purchaser and in all cases the labour cost under any circumstances shall not be borne by the purchaser and shall be borne by the Contractor. In all cases the labour cost under any circumstances shall not be borne by the purchaser and shall be borne by the contractor. The cost of repair on account of minor scratches, dents & paint touching upto Rs. 5000.00 shall also not be charged to the purchaser and the bus	Subject to cost of repairs to the extent of material cost only shall be paid by the purchaser and in all cases the labour cost (including service tax) under any circumstances shall not be borne by the purchaser and shall be borne by the Contractor. In all cases the labour cost under any circumstances shall not be borne by the purchaser and shall be borne by the contractor. The cost of repair on account of minor scratches, dents & paint touching upto Rs. 5000.00 shall also not be charged to the purchaser and the bus will be repaired at the cost of the Bidder In case of replacement of metallic

			will be repaired at the cost of the Bidder In case of replacement of metallic parts/components / spares / items/ material, maximum applicable rebate of the list price shall be given by the Bidder to the purchaser towards retaining the unserviceable/defective parts/ items by the Bidder in lieu of scrap.	parts/components / spares / items/ material, maximum applicable rebate of the list price shall be given by the Bidder to the purchaser towards retaining the unserviceable/defective parts/ items by the Bidder in lieu of scrap.
	27 & 28 of 73		NOTE: AMC rates shall have to be indicated in the Financial bid and should quote in Financial Bid Online. Service Tax and VAT to be paid by customer as applicable on the date of billing. Taxes applicable would change as and when revised by the statutory authorities, At present 12.36% service tax is applicable on total monthly AMC charges.	NOTE: AMC rates shall have to be indicated in the Financial bid and should quote in Financial Bid Online. Service Tax and VAT to be paid by customer as applicable on the date of billing. Taxes applicable would change as and when revised by the statutory authorities,
	28 of 73	19.10	All supplies of spares of standard quality at reasonable market price excluding Tyres, Tubes, Flaps and batteries for the Annual Maintenance Contract shall be taken care of by the Contractor/ Bidder by using his own resources including import if necessary. The bidder should Inform their requirements of supplies of such spares in advance to the purchaser. All spares supplied will be of manufacture's brands or brands as indicated by the Bidder in the bid and/ or in the Contract. No change in the manufacturer's brands or brands as indicated by the Bidder in the bid and/ or in the contract in normal	All supplies of spares of standard quality at reasonable market price excluding Tyres, Tubes, Flaps and batteries for the Annual Maintenance Contract shall be taken care of by the Contractor/ Bidder by using his own resources including import if necessary. The bidder should Inform their requirements of supplies of such spares in advance to the purchaser. All spares supplied will be of manufacture's brands or brands as indicated by the Bidder in the bid and/ or in the Contract. No change in the manufacturer's brands or brands as indicated by the Bidder in the bid and/ or in the contract in normal course and the Bidder is at liberty to mention as many brands

			<p>course and the Bidder is at liberty to mention as many brands as possible In the bid itself. However, the alternate brand meeting the contract specifications may be allowed with prior intimation to the Purchaser subject to meeting the required specification. The consumables & lubricants shall be of brands as recommended by the manufacturer.</p>	<p>as possible In the bid itself. However, the alternate brand meeting the contract specifications may be allowed with prior intimation to the Purchaser subject to meeting the required specification. The consumables & lubricants shall be of brands as recommended by the manufacturer.</p>
	28 of 73	19.13	<p>Payment of AMC will be made on Bi-monthly basis within 30 days. After every two months, the bidder will submit the bill and the purchaser will arrange the payment within 30 days of receipt of bill subject to any recoveries towards penalty as per clause 19.5 above or any other charges coverable as per terms & conditions of the contract. TDS will be deducted at source from the payment of Bidder as per applicable law.</p>	<p>Payment of AMC will be made on Bi-monthly basis within 30 days. After every two months, the bidder will submit the bill and the purchaser will arrange the payment within 30 days of receipt of bill subject to any recoveries towards penalty as per clause 19.5 above or any other charges coverable as per terms & conditions of the contract. TDS will be deducted at source from the payment of Bidder as per applicable law. The bidder shall also quote AMC charges @ per month for all the 5 years.</p>
	28 & 29 of 73	19.14	<p>In case Bidder does not perform the AMC contract satisfactorily, purchaser may terminate the contract, forfeit the performance guarantee and take action as per clauses of General Condition of contract for remaining portion of AMC period. Purchaser's decision in this regard shall be final.</p>	<p>In case Bidder does not perform the AMC contract satisfactorily, purchaser may terminate the contract, forfeit the performance guarantee and take action as per clauses of General Condition of contract for remaining portion of AMC period. Purchaser's decision in this regard shall be final.</p>
	29 of 73	19.15	<p>The Bidder shall be responsible for taking Fitness Certificate. However purchaser to take care of Pollution under control certificate and such other statutory certificates as are</p>	<p>The bidders shall facilitate vehicle making them fitness worthy for OI DC to take and OI DC shall obtain the fitness certificates from local RTO. Fitness certificate will be at the time of delivery, and in</p>

			<p>required to be taken from time to time at his own cost during the entire AMC period (including warrantee period). No extra time shall be given to the Bidder for maintenance services and other jobs viz. getting, fitness certificate etc. Any extra time taken by the Bidder for such works will be taken as down time & shall be so taken for the purpose of calculating 85% availability in the first three years and 80% availability after three years upto AMC period.</p>	<p>case of after accident or for every expired period. If after repairs the fitness certificate is not granted by RTO on account of roadworthy repairs it shall be the responsibility of the bidder/AMC provider. However purchaser to take care of Pollution under control certificate and such other statutory certificates as are required to be taken from time to time at his own cost during the entire AMC period (including warrantee period). No extra time shall be given to the Bidder for maintenance services and other jobs viz. getting, fitness certificate etc. Any extra time taken by the Bidder for such works will be taken as down time & shall be so taken for the purpose of calculating 85% availability in the first three years and 80% availability after three years upto AMC period.</p>
	29 of 73	19.17	<p>The calculation of kilometer for the purpose of warranty and otherwise shall be as shown by the milometer/speedometer of the bus. However for the period during which the same is not working the kilometers covered by the buses shall be decided on the basis of actual kilometers operated by the bus and as recorded on the driver's memo and purchaser's control room. The kilometer recorded by the bus in the duty memos shall be regularly transferred to the log book of the bus for record and for calculating kilometers in such cases. However, in case the dead mileage of the buses is more than</p>	<p>The calculation of kilometer for the purpose of warranty and otherwise shall be as shown by the milometer/speedometer of the bus. However for the period during which the same is not working the kilometers covered by the buses shall be decided on the basis of actual kilometers operated by the bus and as recorded on the driver's memo and purchaser's control room. The kilometer recorded by the bus in the duty memos shall be regularly transferred to the log book of the bus for record and for calculating kilometers in such cases. However, in case the dead mileage of the buses is more than 5% of the total mileage covered by all the buses of the depot per day, the</p>

			5% of the total mileage covered by all the buses of the depot per day, the excess dead mileage will not be included in the total recorded Kms. covered for the purpose of calculation of kilometers as per warranty.	excess dead mileage will not be included in the total recorded Kms. covered for the purpose of calculation of kilometers as per warranty.
	30 of 73	19.19	The Bidder shall be responsible for all upkeep and maintenance including exterior and interior cleanliness and presentability of the bus.	The Bidder shall be responsible for helping (i.e. giving onsite training and informing latest methods available for better upkeep of buses) OI DC for all upkeep and maintenance including exterior and interior cleanliness and presentability of the bus.
	30 of 73	19.20	The Bidder will take due care so as to ensure that there is no damage to the installation/ equipment eg. Tractable GPS System, CCTV etc., while providing the maintenance service. AMC of such systems shall be included in the quoted charges.	The Bidder will take due care so as to ensure that there is no damage to the installation/ equipment eg. Tractable GPS System, CCTV etc., while providing the maintenance service. AMC of such systems shall be included in the quoted charges. During maintenance and repairs it will be the responsibility of the AMC provider to ensure no damage happens to these installations. Otherwise, it would be the responsibility of the bidder.
	30 of 73	19.24	The purchaser reserves the right to increase/ decrease the number of schedules sanctioned as well a inter unit transfer of buses as and when required.	The purchaser reserves the right to increase/ decrease the number of schedules sanctioned as well a inter unit transfer of buses as and when required.
26	31 of 73	21	The Bidder shall be solely liable for the buses, in custody of the Bidder for maintenance which shall include the buses parked in depots/workshops under repair during AMC period, to protect the Purchaser from any loss because of damages (including fire) to the	The Bidder shall be solely liable for the buses, in custody of the Bidder for maintenance which shall include the buses parked in depots/workshops under repair during AMC period, to protect the Purchaser from any loss because of damages (including fire & theft) to the bus. The loss of whatsoever nature/ kind

			bus. The loss of whatsoever nature/ kind while the bus is in transit from the Depot to the repair/maintenance workshop of the Contractor, shall be borne by the Bidder except and to the extent it is indemnified or realized from the insurance Policy undertaken, if any, by the Purchaser.	while the bus is in transit from the Depot to the repair/maintenance workshop of the Contractor, shall be borne by the Bidder except and to the extent it is indemnified or realized from the insurance Policy undertaken, if any, by the Purchaser.
27	31 & 32 of 73	25	The rectification/ replacement of failed components /equipment will have to be undertaken by the Bidder free of charge at bidder"s/purchaser"s Workshop /depot. The Bidder shall collect the failed and defective components/ equipments from purchaser site and send them to the works of the suppliers at his cost and responsibility. This will be arranged directly by the Bidder or his representative. Further, if any design modification be required to be made in any assembly/ sub assemblies such as Diesel Engine, Automatic transmission, air suspension, front axle, rear axle, steering system, electronic destination board of the buses etc., the period of warranty/ guarantee would commence from the date when the modified assemblies /sub assemblies/ parts designs commissioned in service.	The rectification/ replacement of failed components /equipment will have to be undertaken by the Bidder free of charge including labour cost and material cost at bidder"s/purchaser"s Workshop /depot. The Bidder shall collect the failed and defective components/ equipments from purchaser site and send them to the works of the suppliers at his cost and responsibility. This will be arranged directly by the Bidder or his representative. Further, if any design modification be required to be made in any assembly/ sub assemblies such as Diesel Engine, Automatic transmission, air suspension, front axle, rear axle, steering system, electronic destination board of the buses etc., the period of warranty/ guarantee would commence from the date when the modified assemblies /sub assemblies/ parts designs commissioned in service.
28		26	WARRANTY:	WARRANTY:
	32 of 73	26.1	The Bidder will be responsible for any defect or failure of Buses or equipment provided in these buses due to	The Bidder will be responsible for any defect or failure of Buses or equipment provided in these buses due to

			defective design, material or workmanship, for a standard warranty period offered by the bus manufacturer individually for each bus from the date of placement in service after registration from Transport Department, OI DC. The rectification / replacement of failed components/ equipment will have to be undertaken by the Bidder free of charge. The Bidder shall collect the failed & defective components/equipment from Purchaser's site and send them to the works of the supplier at the cost and responsibility of Bidder.	defective design, material or workmanship, for a standard warranty period offered by the bus manufacturer individually for each bus from the date of placement in service after registration from Transport Department, OI DC. The rectification / replacement of failed components/ equipment will have to be undertaken by the Bidder free of charge. The Bidder shall collect the failed & defective components/equipment from Purchaser's site and send them to the works of the supplier at the cost and responsibility of Bidder. The bidder shall have to specify standard warranty clearly.
		26.2	Any non availability of bus for more than 5 hours (five hours) on line, the penalty will be imposed on the Bidder on a/c of missed KMs on that day taking into consideration the average traffic revenue of the last one month.	Any non availability of bus for more than 5 hours (five hours) on line, the penalty will be imposed on the Bidder on a/c of missed KMs on that day taking into consideration the average traffic revenue of the last one month.

SCHEDULE OF REQUIREMENTS (SOR)

Item No.	Description of work	Tendered quantity (in nos.)	Warranty period & AMC period	Period of supply of buses	Consignee	Earnest money deposit (EMD)
1	Supply, commissioning and Maintenance of Fully built diesel city type non AC buses Conforming to at least Bharat Stage – III/IV norms or better as per specification given in	16 nos.	Maintenance upto 05 years from the date of commissioning of buses by bidder inclusive of standard warranty period as offered by the bus manufacturer with respect to each bus	The bidder would be required to supply 75% of buses within 60 days and remaining 25% supply of buses within 90 days	General Manager , OI DC	Indian Rupees 6 lakhs.

	tender documents.					
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- NOTES:-**
1. Bidders who wish to bid shall upload separate bids and EMD for bus.
 2. Each bid shall be submitted online in two bids system and each bid shall be complete in all respects.
 3. Attention of the bidders is invited to the Instructions to Bidders regarding deposit of earnest money/bid security. Any bid not accompanied with earnest money in one of the approved modes shall be summarily rejected.
 4. Bidders shall quote the price as per TENDER document and also give the detailed breakup of the quoted price.
 5. The bidders shall quote on the basis of “Instructions To Bidders”, “General Conditions of Contract” and “Schedule of Requirements” given in the TENDER document. The deviation in the commercial terms, if any, should be clearly brought out in the deviation statement.
 6. The bidders shall quote as per the technical specifications complete in all respects. The deviations in the technical specifications, if any should be clearly brought out in the deviation statement.
 7. In case, the last date of bid submission/opening falls on a gazetted holiday or the said date is subsequently declared a holiday after the date of publication of tender document, the last date for opening of the bids shall be the next working day at the appointed time.
 8. Bids from dealers, traders, agents, brokers and middlemen will not be accepted.
 9. Price for Annual Maintenance Contract (AMC) should be quoted separately.

Technical Specifications:			
The salient specifications for at least Bharat Stage. III/IV or better complaint confirming to CMVR requirement and meeting the latest Urban bus specifications and have type approval from ARAI, Pune and Transport Authority are given below:			
Sr. No.	Description	Specification for 32 Seater Buses	Modified specifications
11	Front Overhang	1005 mm min.,1275 mm max.	Variation can also be considered as per CMVR / ARAI norms.
13	Chassis Type	Modular / Straight Frame chassis	Fully Built Bus on Chassis
34	Gross Vehicle Weight 7450 Kgs min. 8000 Kgs. Max.	Gross Vehicle Weight 7450 Kgs min. 8000 Kgs. Max.	Variation can also be considered as per CMVR / ARAI norms.
35	Electricals	Battery:12 Volts, Make: Excide/ Amron/TATA AlternatorCapacity: 12V,90Amps	Battery:12 Volts, Make: Excide/ Amron/TATA Alternate capacity : 12 V & 65 to 90 Amps