



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./03/2012-2013/403

Date : 30.07.2013

E - TENDER NOTICE

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 Low Floor Diesel - Non AC Buses with responsibility for maintenance for a period of minimum 10 years OR 6,50,000 KMs whichever is later 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).

Eligibility Criteria:

The average annual turnover of the Bidder shall not be less than ₹ 25.00 Crores for each of the preceding 3 financial years i.e.2010-11, 2011-12 & 2012-13.

The Bidder must be well established and must have minimum 10 (ten) years experience of manufacturing, supply and annual maintenance contract of buses to Govt. /Semi Govt. bodies.

The bidder shall have present net-worth (on the last day of previous financial year) of not less than ₹ 25 Crores.

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.

Submission of Bids:

1. Tender Form Fee : ₹2,000/- (Rupees Two thousand only) (Non-refundable)
2. Security Deposit (EMD) : ₹6,00,000/- (Rupees Six lakhs only) (In form of A/C Payee Demand Draft).
3. Last Date & Time for submission
Of Tender / Bids online : **22.08.2013 upto 15:00 hours.**
4. Last Date & Time for submission
Of detail tender / bid in hardcopy : **22.08.2013 upto 15:00 hours** at Office of the
Manager (Business),OIDC Ltd, Corporate Office, Plot no.
35, Somnath, Nani Daman
5. Pre-Bid Conference : At OIDC's Corporate Office on **14.08.2013 at 11.00 hours.**
6. Technical bid opening : At OIDC's Corporate Office on **22.08.2013 at 16.00 hours.**
7. Financial bid opening : At OIDC's Corporate Office on **2.09.2013 at 11.00 hours.**

The detailed terms and conditions of the tender can be downloaded from the OIDs' official website: <http://nprocure.com>. No tender shall be accepted in physical form. The Competent Authority reserves all rights to reject / accept any/ all the tenders without assigning any reason. The tenderers may contact the Manager (Business), OI DC, Daman at the Corporate Office on any working day between 11:00 a.m.to 1:00 p.m. in case any query/clarification regarding e-tendering process (Ph. No. 0260-2240580).

The Notice Inviting Tender and tender document have been uploaded / released on the website of OI DC www.oicd.nic.in for information. The eligible tenderer have to submit tender / bids with desired documents on <https://www.nprocure.com> online only.

Tender document and terms & Conditions will be available on <https://www.nprocure.com> upto **22.08.2013** upto 14:00 hrs. To submit online tender, the tenderer may contact to M/s. (n) Code Solutions, A Division of GNFC Ltd., 301, GNFC Infotower, Bodakdev, Ahmedabad – 380054. Phone No.(079) 26857316 / 17 / 18, Fax No. (079) 40007533, Mobile No. 9428219513.

It is hereby informed to all interested parties that above tender / bids will be accepted by E-Tender only. Eligible tenders have to submit the tender documents along with EMD and Tender Fee in the form of Demand Draft of any Nationalized Bank drawn in favour of Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Ltd payable at Daman as scan document on web site and also in hard copy along with desired documents.Tenderers who may wish to be present for the opening of Technical and Financial Bid may kindly do so. OI DC reserves the right to reject any or all tenders without assigning any reason thereof.

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

**OMNIBUS INDUSTRIAL DEVELOPMENT CORPORATION OF
DAMAN & DIU AND DADRA & NAGAR HAVELI LTD.,
(A GOVT. UNDERTAKING)**

**OIDC, CORPORATE OFFICE, PLOT NO. 35, SOMNATH,
NANI DAMAN – 396 210,**

**E – TENDER FOR SUPPLY OF FULLY BUILT NON AC- DIESEL- 32 SEATER BUSES
Dated- 30.07.2013.**

**Office of the
Manager (Business), OIDC, Corporate Office, Plot No. 35, Somnath,
Nani Daman (UT) – 396 210.
Phone No. 0260-2250480, Fax No. 0260-2241108,**

Website : www.oidc.nic.in

CONTENTS OF TENDER DOCUMENT

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

Sr. No.	Particular	Page No.
1	Section – I, Notice inviting tender (NIT)	03
2	Section – II, Instructions to Bidders (ITB)	04 – 14
3	Section – III, General Conditions of Contract	15 – 32
4	Section-IV, Schedule of Requirements (SOR)	33 – 34
5	Section-V, Technical Specifications for buses	35
6	Section-VI, Bid Form, Annexures and other formats	36 - 37
	Annexure – 1, Proforma of Submission of Bid	38 – 45
	Annexure – 2, Format of Financial Bid	46 – 47
	Annexure – 3, Proforma of Bid Security	48
	Annexure – 4, Proforma of Contract Agreement	49 – 50
	Annexure – 5, Affidavit Proforma	
	Annexure – 6, Proforma for Performance Statement	51
	Annexure –7, Provisional Acceptance Certificate	52
	Annexure – 8, Final Acceptance Certificate	53
	Annexure – 9, Bus Technical Specifications	54 – 56
	Annexure – 10, Proforma of Annual Maintenance Contract Agreement	57 – 69
	Annexure – 11 Financial bid calculation Proforma	70
	Annexure – 12 Schedule of supply	

(Section - I)
NOTICE INVITING TENDER (NIT)

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 Low Floor, Diesel- Non AC Buses with responsibility for maintenance for a period of minimum 10 years OR 6,50,000 KMs whichever is later 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).

Eligibility Criteria:

1. The average annual turnover of the Bidder shall not be less than ₹ 25.00 Crores for each of the preceding 3 financial years i.e. 2010-11, 2011-12 & 2012-13.
2. The Bidder must be well established and must have minimum 10 (ten) years experience of manufacturing, supply and annual maintenance contract of buses to Govt. /Semi Govt. bodies.
3. The bidder shall have present net-worth (on the last day of previous financial year) of not less than ₹ 25 Crores.
4. 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.

Submission of Bids:

The tenders must be submitted Online on or before dated **22.08.2013** time 15:00 hours. Bid in hard copy shall have to be submitted on or before 15:00 hrs on **22.08.2013**. The detailed terms & conditions of the tender can be down loaded from the OIDCs' official website: <http://nprocure.com>. No tender shall be accepted in physical form. The Competent Authority reserves all rights to reject / accept any/ all the tenders without assigning any reason. The tenderers may contact the Manager (Business), OIDC, Daman at the Corporate Office on any working day between 11:00 a.m. to 1:00 p.m. in case any query/clarification regarding e-tendering process (Ph. No. 0260-2240580).

**OMNIBUS INDUSTRIAL DEVELOPMENT CORPORATION OF DAMAN & DIU
AND DADRA & NAGAR HAVELI LTD.,
(A GOVT. UNDERTAKING)**

**OIDC, CORPORATE OFFICE, PLOT NO. 35, SOMANTH,
NANI DAMAN – 396 210**

(Section - II) E—TENDER NOTICE

INSTRUCTIONS TO BIDDERS :

1. GENERAL:

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 buses as per "Schedule of Requirements "and 'Technical specifications', along with responsibility of maintenance up to 10 years or 6,50,000 KMs whichever is later (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards), from established and reliable manufacturers having at least 10 years' experience in manufacturing, supply and maintenance of fully built buses by the years ending on 31.03.2013.

1.2 The bidder shall agree in respect of each bus a "standard warranty period" to ensure trouble free services, supply of components and proper maintenance of buses. The AMC will also be placed on the successful bidder along with contract for supply of buses, for comprehensive maintenance of buses till 6,50,000 kilometers or 10 years whichever is later. The bidders are required to quote comprehensive AMC for consumables, spares/body parts, for carrying out repairs including accidental repairs. The AMC will also include carrying out preventive maintenance, break down repairs, major reconditioning of aggregates, servicing and day to day body repairs etc. for complete bus.

1.3 Complete bid in the prescribed format should be submitted online on or before the time and date fixed for submission of bid. The Bid in physical form shall have to be submitted in the office of the Manager (Business), OIDC Corporate Office on or before the time specified.

1.4 Bidders can bid for any number of Buses (upto 16 buses) mentioned in the Schedule of Requirement(s).

1.5 The bidders are required to offer only "one model" for each type of bus. Further, the bidders are required to quote only one rate for the tendered quantity of

bus. Bids of those bidders who quote more than one rate and / or offer more than one model shall be liable to be rejected. Conditional offers / rates on any account will not be accepted.

1.6 Dealers, Traders, Agents, Brokers and middlemen are not eligible for participation in the tender in any way.

2. ELIGIBILITY CRITERIA :-

2.1 The bidder eligible for participating in the bid process shall be an existing Indian Company duly incorporated under the provisions of Indian Companies Act, 1956 very well settled in its manufacturing and service activities in India. The bidder should be legally competent to enter into contract/agreement as per prevailing laws.

2.2 The bidder shall be engaged in the manufacture, supply and annual maintenance contract of fully built buses to Govt. /Semi Govt. bodies with experience for this same for the last three years ending on 31.03.2013 and should have supplied minimum 25 buses in the last 3 financial years (2010-11, 2011-12 & 2012-13) to the Govt. / Semi Govt. bodies. Such experience certificate issued by the Govt. / Semi Govt. bodies shall be furnished along with the bids.

2.3 Further, the bidder shall have an annual gross turnover of more than ₹ 25.00 Crores during the each of the last three financial years and net worth of more than ₹ 5 Crores, as on the last day of preceding financial year. Bidders shall have to furnish certificate to this effect from the Chartered Accountant or audited balance sheets of last three years as documentary evidence in support of the same.

2.4 The bidder shall have present net-worth (on the last day of previous financial year) of not less than ₹ 5 crores.

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

2.6 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.

NOTE:-Supporting documents w.r.t. all the above shall have to be provided with Technical bid documents in hard copy of tender also.

3. COST OF DOCUMENT

3.1 The tender documents should be downloaded from the OI DC, Daman, official website: <http://nprocure.com>. However, the tender fee of ₹ 2,000/- (Rupees Two thousand only) (non-refundable) against the tender documents, has to be paid by the bidder by a Demand Draft of any Nationalized Bank having its branch in Daman, payable to "OIDC Ltd., " at Daman to be submitted along with the Technical Bid. Demand Draft of a Non Nationalized Bank will not be accepted.

4. COST OF BIDDING

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

5. CLARIFICATION TO TENDER DOCUMENT

5.1 Pre-bid meeting will be held on **14.08.2013** at **11 : 00 hrs.** in Conference Hall at OI DC's Corporate Office, Plot No. 35, Somnath, Nani Daman. In the event any bidder requires any clarification in the tender document, such bidders may in writing raise such clarification in the pre-bid meeting. The issues as raised will be considered and clarified by the concerned officers of the OI DC present in the pre-bid meeting and clarification to that effect would be issued in writing to all the parties attending the pre-bid meeting. After the pre-bid meeting no request for any clarification would be entertained on any issues. If any tender condition is modified after pre-bid meeting , it shall be notified in the same newspapers/website on or before **17.08.2013** upto **17.00 hrs.**

5.2 Nothing in this section, shall be deemed to be taken to mean or read as compelling OI DC to respond to any questions or to provide any clarification to a query, OI DC reserves the right not to respond to the questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications if OI DC in its sole discretion considers that no reply is necessary, No extension of deadline for submission of Bids will be granted on the basis or ground that OI DC has not responded to any question or not provided any clarification to a query. Only on the strict adherence to this condition the OI DC shall accept participation of the bidder in the tender process.

6. EXAMINATION OF TENDER BY BIDDER

6.1 The bidder is required to examine carefully all the contents/pros & Cons of the TENDER document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the bid so as to strictly comply the requirements of the tender. Failure to comply with the requirement(s) of TENDER document would result in rejection of the tender without assigning any reason and the such rejection of the tender will be at the bidder's own risk & responsibility.

7. AMENDMENT OF BID DOCUMENTS

7.1 The Purchaser reserves the right at its sole discretion to extend the dead line for submission of Bids.

7.2 If any amendment is effected in the TENDER document, the same shall be notified and would form part of the tender documents. Only the amended TENDER document shall be final and determinative.

8. LANGUAGE OF BID

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

9. COMPLIANCE WITH TECHNICAL SPECIFICATIONS:

9.1 The buses required against this bid shall conform to the Technical Specifications of the TENDER Document. Bidder has to clarify in the each parameter of the specifications about its product, whether the offered model /product is complying out the requisite specifications or not. If not complying the requisite specifications, the bidder has to indicate their specification of that parameter.

9.2 The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Act 1988 (MVA), the Central Motor Vehicle Rules 1989 (CMVR), 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.

10. VARIATIONS/ DEVIATIONS

10.1 The Bidder shall have to indicate the deviation, if any, from the 'Instructions to Bidders,' General Conditions of Contract' and 'Schedule of

requirements' of the Bid Document in the prescribed Proforma.

10.2 The Bidder shall also have to indicate the deviation, if any, from the "Technical Specifications of the TENDER document.

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

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

11.1 The bidders shall alongwith the bid provide satisfactory evidence acceptable to the Purchaser as given below:

- a.** Copy of Certificate of Incorporation.
- 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.
- 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
- d.** The Bidder should have average annual gross turnover of more than ₹ 25.00 Crores (or in equivalent for foreign currency) during the last three financial years. Bidders should furnish certificate from the chartered accountant as documentary evidence in support of the same.
- e.** The Bidder shall have present net worth (on the last day of the previous financial year) of not less than ₹ 25 Crores. Bidders will have to furnish certificate from the Chartered Accountant as documentary evidence in support of the same.

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

12. FACILITIES FOR ANNUAL MAINTENANCE CONTRACT

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 upto Junagadh to provide annual maintenance contract of the buses during a minimum period of 10 years or 6,50,000 KMs,

whichever is later including standard warranty period by bus manufacturer. 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.

12.2 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 10 years or 6,50,000 Kms. whichever is later.

12.3 Adequate inventory of spare parts would be stocked by the bidder for the period of warranty and Annual Maintenance Contract.

12.4. A separate document for offering AMC with terms and conditions. Bidder has to convey acceptance with the rates.

13. DOCUMENTS / ITEMS COMPRISING THE BID

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

(i) Technical bid shall be uploaded in the prescribed Bid Form, Bid Security / EMD and all other documents as well as technical and commercial information required in accordance with the TENDER document. As per list available at Annexure attached.

(ii) Financial Bid shall consist of only Price Schedule in the prescribed formats.

13.2 The Bidders would be required to supply in a CD a Power Point Presentation of each type of bus intended for supply to highlight the required / specified salient features of their product / model offered to the Purchaser.

13.3 Bidders shall bid for the full required quantity of the buses mentioned in the tender document and any bid less than the required quantity shall be liable to be rejected.

14. BID SECURITY / EARNEST MONEY DEPOSIT (EMD) :-

14.1 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 due on **22.08.2013** 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" 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" Demand Draft of a Non Nationalized Bank will not be accepted.

14.2 Any Bid not accompanied with valid Bid Security / EMD in the acceptable form will be liable to be rejected by the Purchaser considering it as non-responsive. If the EMD is from any Bank other than Nationalized Bank it will not be considered valid.

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

14.4 The Bid Security / EMD is liable to be forfeited if the Bidder withdraws, amends, impairs, or derogates from the bid in any respect within the period of validity of its bid or withdraws its offer for any reason whatsoever after issuance of the award letter. The decision of Purchaser in this respect shall be final and binding.

15. DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDERS(S)

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

16. DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)

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

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

17. PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS:

17.1 Financial bid/proposal should be as per the format.

17.2 The price for the bus shall include a complete break-up showing the basic price, excise duty, other levies, sales tax, and other charges, if any, shall also be given. **AMC should be separately quoted.** Bids not containing the break-up of prices are liable to be rejected. Government levies / duties / taxes on the complete bus as applicable on the date of opening of price bids will be considered for evaluation. In case there is variation in the statutory levies / taxes

during the period of the award to supply, the same will be payable at actual to the bidder only if the delivery is arranged within the agreed delivery schedule, else, the enhanced amount shall be borne by the supplier.

17.3 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.

17.4 The Bidders must conform to the delivery period as specified in General Conditions of Contract and Schedule of Requirements.

17.5 Place of delivery of 6 (six) buses for Daman will be at Corporate Office, Plot No. 35, Somnath, Nani Daman, Daman – 396 210, 6(six) buses for Silvassa will be at OI DC, Community Centre, Next to Collector's Residence and 4 (four) buses for Diu the place of delivery will be at Collectorate, Diu – 362 520.

18. INSURANCE

On acceptance of the delivery of the buses by the Purchaser, comprehensive insurance will be arranged by the Purchaser at its own cost. However, the bidder will be required to arrange insurance of buses till the same are delivered to the purchaser and the delivery accepted by the purchaser.

19. BID VALIDITY

19.1 The bid shall remain valid and open for acceptance for a period of 45 days from the specified date of opening of financial bid.

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.

20. FORMAT AND SIGNING OF BID

20.1 The Bidders shall submit separate bids for bus and AMC.

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

20.3 The bid/bids shall contain no interlineations, or overwriting or corrections and such a bid shall be rejected without assigning any reason..

20.4 All prices and other information like discount etc. having a bearing on the Prices shall be written both in figures and words in the prescribed Bid Form. In case of discrepancy, the price given in words shall be considered.

21. TWO BID SYSTEM

21.1 Bidders shall have to submit each bid online only and submit hard copies of documents as asked for in the tender document.

(i) Technical bid shall consist of the Proforma of submission of Bid with EMD, Performance Statement, technical details, Demand Draft of ₹ 2,000/- towards tender form fee in a separate envelop superscribed "Tender Form Fee for supply of fully built Non-AC Diesel 32 seater buses" and all other documents as well as the technical and commercial information required in accordance with the TENDER document. The documents to be provided in Technical bid are listed out for reference.

(ii) Financial Bid shall contain only the price schedule and AMC rates in the prescribed format, as per the TENDER document.

22. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder shall not modify or withdraw his bid after submission.

23. BID OPENING

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

23.2 The bidder or his representative may remain present at the time of opening of the bids. Only one person i.e. bidder himself or his only one representative will be allowed to present at the time of opening of bids. In case bidder or his representative fails to remain present, no complaints / grievances/representation shall be entertained with regard to process of opening of bids.

24. CLARIFICATION OF BIDS

24.1 To assist in the examination, evaluation and comparison of Bids, the Purchaser may, if necessary, ask the Bidders individually for clarification of their

bids, including break-up of prices.

24.2 The purchaser reserves the right to seek conformation from State Transport Authorities / Govt. Institutions where the bidder has supplied the similar type of buses to take feedback of the buses to be supplied. The feedback so obtained will also play vital role in accepting / rejecting the technical bid of individual bidder. The decision of the purchaser in this respect shall be final and binding on the bidder.

25. EVALUATION AND COMPARISON OF BIDS

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

25.2 The Bidders are required to provide all technical details, as these are required for evaluation purpose as per this TENDER documents. The Purchaser shall go through hand evaluate the Technical bids. Financial Bids of respective Bidders will be opened at the time & date as notified. The price/financial bids of other Bidders, who do not qualify as a result of Technical evaluation, shall not be opened.

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 10 years or 6,50,000 KMs. (No escalation charges on any account will be admissible)

AWARD OF CONTRACT:

26. 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.

27. PURCHASER RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

28. NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder through fax / mail to confirm in writing by Registered/Speed Post as well Online that his Bid has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'Letter of Acceptance') shall have in detail the sum which the Purchaser will pay to the bidder.

29. SIGNING AND ACCEPTANCE OF 'LETTER OF ACCEPTANCE'

29.1 Upon receipt of the 'Letter of Acceptance', the successful Bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorized signatory within 15 days from the date of receipt of Letter of Acceptance. However, the Contract shall be deemed to be concluded on the date of dispatch of the 'Letter of Acceptance' by the Purchaser.

29.2 Upon return of 'Letter of Acceptance' from the successful Bidder, the formal Contract document in accordance with the form of agreement prescribed with the TENDER Document, shall have to be signed by both the parties within next 30 days. The successful Bidder shall get the correct amount of Stamp Duty adjudicated in accordance with the applicable law, and submit the same in two copies duly stamped and executed within thirty days from the dispatch of 'letter of Acceptance'. The Purchaser will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder.

29.3 At the time of signing the Contract, the successful Bidder shall be required to give an undertaking in the form of Affidavit on Non-judicial Stamp Paper of appropriate value duly Notarized in conformity with the requirement.

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 10% of the total Contract value (excluding AMC rates).

31. CORRUPT PRACTICES

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the Contract.

GENERAL CONDITIONS OF CONTRACT :

1. INTERPRETATIONS

In the contract, unless the context otherwise requires:

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

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

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

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

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

2. PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

2.1 The parties to the contract are the bidder and the Purchaser, as defined in TENDER Document.

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

2.3 Any approval that may be given by the Purchaser or Inspecting Officer on

behalf of Purchaser shall only be deemed to be the approval in principle. Notwithstanding such approval, the Bidder shall be fully and totally responsible for the satisfactory performance and compliance with contract specifications.

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

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.

3. CONTRACT

3.1 The contract shall be for supply of bus of the description, specifications and drawings and in the quantities set forth in the contract. The chassis used for fabrication of the fully built bus should be new (not manufactured before the six months from the date of delivery of the fully built bus) and bus body fabrication shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer and Purchaser. Colour code and logo will be provided by the purchaser.

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

4. PERFORMANCE SECURITY

4.1 The Bidder shall furnish Performance security en-cashable at Daman by way of a Bank Guarantee 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 10% of the value of the contract (excluding AMC value) in Indian Rupees.

4.2 In case of delay in submission of performance security it shall be assumed that the Purchaser shall, without prejudice to other remedies under the contract, levy/deduct penalty @ 0.5% of the total value of the contract (inclusive of duties & taxes but excluding annual maintenance contract charges) for delay of each week or part thereof.

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.

4.4 The Bank Guarantee shall be renewed from time to time 15 days before its expiry and remain in full force and effect during the period of AMC for satisfactory performance and fulfillment in all respects of the contract.

5. LIQUIDATED DAMAGES:

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

5.2 @ 0.5% (Zero point five per cent) of the total value of the buses (inclusive of duties & taxes) which the Bidder has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on to 4 (four) weeks of delay, and

5.3 @ 0.75% (zero point seven five per cent) of the total value of the buses (inclusive of duties & taxes) which the Bidder has failed to deliver/commission within the period for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is between 4 (four) weeks and 8 (eight) weeks and

5.4 @ 1% (one per cent) of the total value of the buses (inclusive of duties & taxes) which the Bidder has failed to deliver/commission within the period fixed for delivery/commissioning for delay of each week or part thereof on entire delay period if delay is beyond 8 (eight) weeks. The decision of purchaser shall be final in this regard.

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

5.5 The amount of pre estimated Liquidated damages to be charged under the contract, 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.

6. TERMINATION FOR DEFAULT:

6.1 The Purchaser may, without prejudice to any other remedy for any breach of any terms /condition of the contract, by written notice of default of 30 days sent to the Bidder, terminate the contract in whole or in part:

a. If the Bidder fails to deliver any or all of the buses or fails to commission the same within the delivery schedule (s) specified in the contract, or any extension thereof granted by the Purchaser.

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

c. The party/Bidder will liable to be blacklisted as per Daman & Diu Administration, Finance Department Notification in the following types of situations:-

i) Dishonest/fraudulent/sharp practices are indulged in by the party/ Bidder.

ii) Advancing a claim on the basis of forged documents.

iii) Sale or supply of spurious items and compromising public safety.

iv) Material concealment/suppression of facts or gross misrepresentation off acts.

v) Any other case or situation involving national security.

7. FORCE MAJEURE

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

7.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an even tendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions,

then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.

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

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

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

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

8. DELIVERY

8.1 The delivery of 16 Non AC Low Floor Buses including prototype bus is to be completed within the contracted delivery schedule of 45 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.

8.2 The Bidder shall, as may be required by the Purchaser, deliver at the place/places detailed in the contract, or letter of acceptance the quantities of the buses detailed therein. The buses shall be delivered not later than the dates specified in the contract/ letter of acceptance otherwise liquidated damages would be imposed as per liquidated damages of TENDER.

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.

8.4 Notwithstanding any inspection and approval by the Inspection Officer, ownership of the buses shall not pass on to the Purchaser until the buses have been received at the destination i.e. at OI DC- office in Daman, Silvassa and for Diu, Collectorate.

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

8.6 The contract shall be severable contract. Bidder shall make supplies of the buses as per the delivery schedule indicated in the contract. Failure to comply with the delivery schedule shall attract pre-estimated liquidated damages, effect of purchases/AMC at bidder's risk & other provisions of the contract.

8.7 The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery and commissioning must be completed not later than the date (s) so specified or extended.

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) Encash 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.

8.9 If at any time during performance of the Contract, the Bidder should encounter conditions beyond its control impeding timely delivery of the buses, the Bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser may evaluate the situation and consider the bonafides of such request and may, at his discretion, extend the Contractor's time for performance, in which case, the extension shall be ratified by the parties by

amendment of the Contract. The extension so granted if any, shall not levy any penalty as specified in the aforesaid clauses. If no extension is granted it shall be deemed to be a breach of the delivery schedule attracting penalty as provided for in clause ().

8.10 Subcontracting of the AMC shall not be permissible. This means that the Bidder shall not sublet the Contract to any other firm/entity. However execution of contract through its authorized network shall be permitted subject to the conditions that the Bidder shall be solely and fully responsible for the AMC of the buses during the Contract period.

9. LAWS GOVERNING THE CONTRACT

10.1 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at OI DC, Corporate Office, Plot no. 35, Somnath, Nani Daman from where the 'Letter of Acceptance' of the bid has been issued and where the contract is to be performed by supplying, commissioning and maintaining the buses.

10. SETTLEMENT OF DISPUTE AND ARBITRATION

10.1 Amicable Resolution

a. Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such the same shall be resolved in accordance with the procedure set forth in sub-clause (b) below.

b. Either Party may require the Dispute to be referred to Transport Secretary, Union Territory of Daman & Diu/OI DC 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 given below.

10.2 Arbitration

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. Arbitrator will be appointed by the Administrator of Daman, Diu and Dadra & Nagar Haveli at the request in writing by any of the parties.

(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.

(c) Language

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

(d) Procedure

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

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties subject to their legal rights available under law.

(f) Fees and Expenses

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

(g) Performance during Arbitration

Pending the submission of and / or decision on a dispute difference or claim or until the arbitral award is published the parties shall continue to perform all of the obligations under this Contract without prejudice to a final adjustment in accordance with such award.

11. SECRECY

11.1 Any information obtained in the course of the execution of the contract by the Bidder, his servants or agents or any person so employed, as to

any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

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

12. WARRANTY

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.

13. INSPECTION OF BUSES AT DESTINATION STATION

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 Inspection report from the purchaser.

14. REMOVAL OF REJECTED BUSES

14.1 On rejection of any bus, during the inspection or assessment of performance during testing and commissioning at a place other than the premises of the Bidder, such buses shall be removed by the Bidder at his own cost within two weeks from the date of intimation of such rejection.

15. PAYMENT TERMS

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

a) The purchaser shall release 75% of the total purchase price within 15 days of the receipt of Performance Guarantee from the successful bidder.

- b) Balance payment 25% shall be released within 15 days of successful delivery & commissioning of buses subject to recovery of damages.

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

17. TRAINING

The Bidder shall arrange orientation training for drivers @two drivers per bus at Daman for 5 working days before the actual commission of the buses. Similarly, orientation training shall be arranged at OIDC for 5 days of 20 workshop staff/ technicians / supervisors/ engineers. Bus fuel/ available facilities with the purchaser will be provided by the purchaser and course material will be provided by Bidder on 'free of cost' basis. This training will be provided free of cost as and when required by the purchaser during the currency of contract.

18.DUTIES& TAXES

18.1. The Bidders are required to indicate the breakup of duties and taxes payable by them in their Financial Bid.

19. ANNUAL MAINTENANCE CONTRACT (AMC)

19.1 The Bidder shall be required to submit their comprehensive AMC offer for maintenance of bus up to 6,50,000 kilometers or 10 years whichever is later for complete bus system inclusive of consumables, spare parts, replacement of assemblies/subassemblies, systems etc. taking into account preventive/docking maintenance , normal wear & tear, major repairs/over hauling and break downs as well as broken lights, repairing of lighting system and routine body repairs etc., inclusive of labour cost to ensure 95% availability for the first three years and 92% availability after three years upto AMC period. The Bidder shall be responsible for carrying out repairs and servicing etc. for 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 6,50,000 kilometers or 10 years whichever is later. Accidental repair and denting / painting shall be covered by purchaser through insurance.

19.2 In case buses do not operate on any particular day because of natural disaster, riots or such other reasons beyond the control of Contractor, this period shall be excluded while calculating the availability of the buses on six month basis. Similarly where the bus cannot operate because of being impounded in police/ judicial custody or for such other reason, the period shall be excluded for calculating the availability of the bus provided the non availability of the bus is not fault of the Contractor. Whether the Bidder was responsible for the event or not, the decision of the purchaser shall be final in this regard.

19.3 Each bus shall be under standard warranty offered by the bus manufacturer. Under AMC, during warranty period, the Bidder shall charge for providing comprehensive maintenance of the buses, excluding servicing/ spares parts / consumables /labour cost etc. covered in warranty. The AMC charges will be applicable as per the actual KMs covered as quoted in the AMC slab system.

19.4 These buses shall be attended at Purchaser Depots as well as for minor repairs on line to minimize down time. 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 3 hours within OIDC or in immediate vicinity of OIDC. Any delay beyond 3 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. 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.

19.5 The bus wise maintenance shall be on regular basis to ensure 95% availability for the first three years and 92% availability after three years upto AMC period. In case of failure to arrange for immediate repair/maintenance to keep 95%/92% availability, the Bidder shall be liable for pre-estimated damages of Rs.4,000/-/5000/- per day per bus. 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 Bidder agrees that the aforesaid pre-estimated damage is a fair and genuine pre-estimated and he shall not dispute the same in any manner. The pre estimated damages of Rs 4000/- / 5000/- per day per bus shall be reviewed after every financial year and re-fixed based upon gross average earning per bus per day of these low floor buses during the last financial year in the depot in case the same is on higher side. However, any such increase in pre estimated damages shall not be more than 10 % during a financial year.

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 member each of both parties will decide the case. Decision of "OIDC" will be final incase the joint committee fails to decide the matter conclusively.

19.7 The cost of repairs on account of the accidents due to war, civil commotions, strikes floods, earthquake, explosion etc. shall be borne by the Purchaser.

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 ₹ 10,000/- 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 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.

19.9 Minimum reasonable & justifiable rates including all taxes along with service taxes, if any on per Km. basis in following slabs shall have to be quoted for the buses for Annual Maintenance Contract (on account of comprehensive labour and consumables):-

Annual Maintenance Cost

Description	Kms.	AMC charges per KM (Basic Price)	Service Tax on AMC charge, if any as presently applicable	VAT or any other Govt. levies, as presently applicable	Total AMC charges payable per km including service Tax, VAT and other Govt. levies. If any (In Rs.) In figure in words.	
For operation of buses till 650000 kms.						
0 – 75000	75000					
75001 – 150000	75000					
150001– 220000	70000					
220001– 290000	70000					
290001– 350000	60000					
350001- 410000	60000					
410001– 470000	60000					
470001– 530000	60000					
530001- 590000	60000					
590001– 650000	60000					

Note: AMC will commence after completion of warranty Kms.

NOTE- Bidder should not quote AMC rates in the above table. It is only for reference. AMC rates in the above slabs shall have to be indicated in the Financial bid in the prescribed format available at and should quote in Financial Bid Online.

19.10 All supplies of spares of standard quality at reasonable market price including 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 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 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.

19.11 The Purchaser shall provide adequate sitting space for Contractor's engineer/technician/ labourers at its place during AMC period (including warranty period). The Purchaser shall also provide storage space for storing the essentials spares for maintenance of buses. However, Bidder shall be required to bear the expenditure towards cost of Electricity, water and such other charges which he has to incur to provide the AMC services. Bidder shall settle all the expenditure towards electricity/water and such other charges/ bills, which he has to incur to provide the AMC services on regular basis and submit documentary proof in support of that along with bill for AM payment.

19.12 In case Bidder fails to pay the outstanding bills of water electricity etc. as mentioned above, the Purchaser will make the payment of AMC charges after recovering necessary deduction on account of outstanding bills. Bidder shall be required to make his own arrangement for Plant Machinery, Tools, Jigs, & fixtures etc. required for proper Maintenance and Services during Warranty and AMC period.

19.13 The Bidder will maintain the buses on line for minor repairs. The repairs of routine nature/ inspection of the buses shall be under taken at Purchaser's place. However, major repairs shall be undertaken at the Contractor's own workshop, Towing of vehicle/buses from the place of failure accident to the place of repairs shall be the responsibility of the Contractor. No extra cost shall be paid by the Purchaser for towing of vehicles.

19.14 On submission of bill by the bidder 50 % Payment for AMC will be made in advance and balance 50% in the last month of each financial year. subject to any recoveries towards pre-estimated damages as per clause of General Condition of Contract above or any other charges recoverable as per terms and conditions of the contract. TDS will be deducted at source from the payment of Bidder as per applicable law.

19.15 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.

19.16 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 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 95% availability in the first three years and 92% availability after three years upto AMC period.

19.17 It shall be the responsibility of the Bidder to comply with all the laws as applicable from time to time during the period of Annual Maintenance contract including Employees State Insurance/Labour/Provident fund and /or any other statutory requirement for the Bidder personnel the Bidder may be asked by the purchaser to submit proof of making statutory payment. On the failure on the part of Bidder to furnish the same, the purchaser may make deductions as necessary from the pending payments towards meeting the cost of due statutory payments. Further the Bidder will keep the purchaser indemnified against the payment of any statutory duties, payment of which is the responsibility of the Bidder.

19.18 The calculation of kilometer for the purpose of AMC charge and other wise shall not be as shown by the milometer/speedometer of the bus. Instead 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 payment of AMC charges. 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 excess dead mileage will be included in the total recorded Kms. covered for the purpose of calculation of AMC charges.

19.19 Subcontracting of the AMC shall not be permissible. This means that the Bidder shall not sub-let the Contract to any other firm/entity except his authorized dealer of the area. However execution of contract through its authorized network shall be permitted subject to the conditions that the Bidder shall be solely and fully responsible for the AMC of the buses during the Contract period.

19.20 The Bidder shall be responsible for all upkeep and maintenance

including exterior and interior cleanliness and presentability of the bus. No bus shall leave for day operation unless or until it is properly maintained. In case of non compliance of the same by the contractor, warning in the first case and thereafter on repetition, the penalty will be ₹ 1000/- per such incident. The decision of the purchaser shall be binding on the Bidder in this regard.

19.21 The Bidder will take due care so as to ensure that there is no damage to the installation/equipment eg. Trackable GPS System, CCTV etc., while providing the maintenance service. AMC of such systems shall be included in the quoted charges.

19.22 The technical specifications and other parameters of performance of the bus as provided in the contract will be maintained by the Bidder during the entire AM period (warranty and post warranty) up to 6,50,000 KMs. or 10 years whichever is later.

19.23 While reviewing the pre-estimated damages to be levied on account of Bidder failure to keep 95/92% availability in terms of GCC clauses, the calculation for the gross average earning would take into consideration the earnings of per bus per day in the depot.

19.24 The purchaser will carry out inspection of the maintenance & repair work done by the contractor, as per the standard norms of Vehicle. The purchaser shall inspect all buses of the depots daily for Body condition, assemblies, spares and other accessories and if any of these is found lost / missing during the repair and maintenance, a joint committee consisting of two members each of both parties will decide the case. Any dispute will be referred to the "General Manager, OI DC", whose decision will be binding on both the parties.

19.25 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.

19.26 The buses in the purchaser's depot will be driven and handled only by the personnel of the Bidder who have valid heavy Driving license/ PSV badge as per laws. The buses will be driven by their personnel only for the purpose of attending to breakdown/accident place and repair/ maintenance work within the depot premises or from depot to the place of breakdown/ accident & back to the depots.

19.27 The Bidder will be responsible for payment of all statutory levies including PF etc. in respect of the staff engaged/deployed by him for maintenance of the buses in the Purchaser's premises. Also The Bidder shall fulfill all

the provisions. For any dispute arising out of the prevailing laws, the Bidder shall be liable and responsible for the same.

19.28 The loose items supplied along with each bus as prescribed in documents provided by the Bidder will be made available to Bidder for the purpose of fulfilling obligations under the contract.

20 All the unserviceable /defective parts /items/ used lubricants etc. replaced by the Bidder from the Buses shall be the property of the Contractor.

21 The Bidder shall take adequate insurance cover for the buses, in custody of the Bidder for maintenance which shall include the buses parked in depots under repair during AMC period, to protect the Purchaser from any loss because of damages(including fire) to the 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.

22 The Purchaser reserves the right to cancel the Annual Maintenance Contract at any time during the currency of Contract after giving six months prior notice to the Contractor. In such case, the Bidder shall have no claim on the purchaser and remove his manpower and machines/ equipment from the site and vacate the site within six months of receipt of such notice of cancellation of AMC.

23. The Bidder will be responsible for meeting the cost and consequences, whether civil or /and criminal, of any Challan fine /prosecution etc. owing to any act or negligence on the part of the Bidder under the contract.

24. Adverse operating conditions shall not affect the contractual obligations and parameters of performance of the Bidder under the contract, wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. will not be defense on the part of the Bidder for not fulfilling his contractual obligations as per the contract.

25. The rectification/ replacement of failed components /equipment will have to be undertaken by the Bidder free of charge at 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.

26. WARRANTY:

26.1 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 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.

26.2 Any non availability of bus for more than 3 hours (three 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 low floor diesel city type non AC buses Conforming to Bharat Stage – III/IV norms or latest as per specification given in tender documents.	16 nos.	Maintenance upto 650000 kms. or 10 years inclusive of standard warranty period as offered by the bus manufacturer with respect to each bus	60 days from the date of issue of letter of acceptance	General Manager, ODC	Indian Rupees 6 lakhs.

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 respect. 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 OF BUS

1. SCOPE

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

- I.** Passenger comfort.
- II.** Ergonomically designed driver's work area.
- III** Ease of repair and maintenance.
- IV.** Aesthetically designed interiors and exteriors.
- V.** Ease of boarding and alighting for all passengers.
- VI.** Ease of accessibility to persons with disabilities.
- VII.** Shall have Trackable GPS installed.
- VIII.** Shall have CC TV camera with 15 days recording.

1.2 Salient technical specifications are to be provided for each type of bus separately

by the Bidder and the same shall form a part

1.3 Additional aspects pertaining to the Technical Specifications.

2. TOOL KIT

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

3. MAINTENANCE SPARE AND MATERIALS

The Bidder shall provide the details of the components/spares required for maintenance of the vehicle.

4. Warranty/Guarantee

The fully built bus shall be covered under standard Warranty/ Guarantee as offered by bus manufacturer.

5. STATUTORY REQUIREMENT

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

BID FORM, ANNEXURES AND OTHER FORMATS

**SEPARATE FORM TO BE FILLED FOR BUS
PROFORMA FOR STATEMENT OF DEVIATIONS**

**(FROM TERMS & CONDITIONS STIPULATED IN INSTRUCTIONS TO BIDDERS, GENERAL,
CONDITIONS OF CONTRACT & SCHEDULE OF REQUIREMENT)**

Bid No. _____

Date of Opening: _____

The following are the particulars of deviations from the Terms & Conditions stipulated in instructions to Bidders, General Conditions of Contract & Schedule of Requirements of the TENDER Document.

CLAUSE DEVIATION REMARKS (including justification)

We accept all the Clauses of Instructions to Bidders, General Conditions of Contract & Schedule of Requirements of the TENDER Document except the above mentioned Deviations.

(Signatures and Seal of the Bidder)

NOTE:

Where there is No Deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

**SEPARATE FORM TO BE FILLED FOR BUS PROFORMA FOR STATEMENT OF DEVIATIONS
(FROM TECHNICAL SPECIFICATIONS)**

Bid No. _____

Date of Opening: _____

The following are the particulars of deviations from the requirements of the Technical Specifications.

CLAUSE DEVIATION REMARKS (inclusive justification)

We accept all the Clauses of Technical Specifications of the TENDER Document except the above mentioned Deviations.

Signatures and Seal of the Bidder

NOTE:

Where there is No Deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

**SEPARATE FORM TO BE FILLED FOR BUS
PROFORMA FOR SUBMISSION OF BID**

Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.

Bid No. _____

Date of Opening:

To _____

1. Having examined the '**Instructions to Bidders**' '**General Conditions of Contract**', '**Technical Specifications**', Schedule of Requirements 'and the Proformas / Annexures for the above Bid, we the undersigned offer to supply, test and commission and guarantee the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in Financial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the Make/Model as the quantity of the buses offered are given in the Annexure. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in Format (indicated in the Technical Specifications).
2. We undertake, if our Bid is accepted, we shall commence the supply of Buses as per delivery schedule offered by us to complete the Supply, Testing and Commissioning of the Buses as per the Delivery Schedules and to guarantee satisfactory working of the buses/fulfill our obligations under the Warranty/Annual Maintenance Contract for the period as per TENDER Document.
3. If our Bid is accepted we will furnish a Bank Guarantee for Performance as Security for the due performance of the Contract as per format required by the OIDC.
4. We have independently considered the amount shown in 'General Conditions of Contract' as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
5. We agree to abide by this Bid for a minimum period of 120 days from the date of opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.

6. We agree to Clause of 'General Conditions of Contract' regarding increase in number of buses ordered.

7. This bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.

8. We understand that you are not bound to accept the lowest or any offer you may receive against this bid. We also agree that you may change/modify the valuation criteria as specified in the TENDER document.

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

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

Dated _____ day of _____ 2013

Signature & Name: _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of

Address

Witness

Signature of Bidder

Name _____

Address _____

Occupation _____

INFORMATION ON TECHNICAL SPECIFICATIONS TO BE FILLED AGAINST EACH PARAMETERS AND SUBMITTED OF BUS AS A PART OF TECHNICAL BID-	
1	Vehicle Characteristics
1.1	Name of Model & Variants:-
1.2	Type of Control (normal control/Full forward control etc.):-
1.3	Wheel base:-
1.4	Number of Axles & Wheels:-
1.5	Bus Integral Frame (Overall drawing):-
2	Type
2.1	Cross sectional view:-
2.2	Position & arrangement of engine:-
2.3	Dimension (in mm) (Specify drawing reference):-
2.4	Bus Length mm:-
2.5	Bus Width mm:-
2.6	Bus height (Unladen) mm:-
2.7	Wheel Base mm:-
2.8	Wheel Track mm :-
2.9	Front :-
2.10	Rear :-
2.11	Body Overhang mm :-
2.12	Front end :-
2.13	Rear end
3	Details of Assemblies: Make, type, type approval certificate No. & date etc.
3.1	Engine :-
3.2	Manual/Automatic Transmission System with inbuilt retarder :-
3.3	Front Axle :-
3.4	Rear Axle :-
3.5	Steering :-
3.6	Suspension System :-
3.7	Details of Brake System :-
3.8	Cooling System :-
3.9	Wheels & Tyres :-
3.10	Others :-
4	Body

4.1	Type of Body (Type
4.2	Comfort Category (NDX or As per Bus code) :
4.3	Dimension drawing & photograph of the vehicle with representative body :
4.4	Range of Vehicle dimension (overall) :
4.5	Material used for construction :
4.6	Structure Material :
4.7	Size of Sections (Proposes to be used) :
4.8	Area for Passenger (meter square) :
4.9 i)	For Seated Passengers :
4.10 ii)	For Standing Passengers :
4.11	Number of Passengers :
4.12 i)	Seated (Specified minimum Nos.) :
4.13 ii)	Standing (As per Bus code) :
4.14	Number of Passenger seats (As per Seat Layout) :
4.15	Passenger Capacity :
4.16 i)	Maximum (including Driver) :
4.17 iii)	Minimum (including Driver) :
4.18	Wheel Chair :
5	Clearance
5.1	Minimum Ground Clearance at axle :-
5.2	Minimum Ground Clearance within the wheel base :-
5.3	Ground Clearance from floor :-
5.4	Approach Angle :-
5.5	Departure Angle:-
5.6	Ramp-over Angle :-
6	Weight
6.1	Vehicle kerb weight kg. :
6.2	Front axle:
6.3	Rear Axle :
6.4	Total:
6.5	Gross Vehicle Weight kg. :
6.6	Maximum permissible weight kg. :
6.7 i)	Front Axle :

6.8 ii)	Rear Axle :
7	Max. Stable Inclination
7.1 i)	Left :-
7.2 ii)	Right :-
8	Tyres
8.1	No & Arrangement of Wheels :
8.2 i)	Front :
8.3 ii)	Rear :
8.4 iii)	Others :
8.5	Inflation Pressure – Unladen :
8.6 i)	Front :
8.7 ii)	Rear :
8.8 iii)	Others :
8.9	Inflation Pressure – laden :
8.10 i)	Front :
8.11 ii)	Rear :
8.12 iii)	Others :
9	Body Panels & Flooring
9.1	Outer Panels :-
9.2	Material :-
9.3	Thickness :-
9.4	Inner Panels :-
9.5	Material :
9.6	Thickness :
9.7	Roof Panels :
9.8	Material :
9.9	Thickness :
9.10	Flooring :
9.11	Material :
9.12	Thickness :
9.13	Type of Anti
10	Service Doors
10.1	No. Of Service Doors :-

10.2	Position of Service Doors :-
10.3	Dimensions of Service Doors :-
10.4 i)	Front :-
10.5	Height :
10.6	Width :
10.7 ii)	Rear :
10.8	Height :
10.9	Width :
11	Emergency Exit
11.1	No. Of Emergency Doors :-
11.2	Position of Emergency Doors :-
11.3	Dimensions of Emergency Doors :-
11.4 i)	1st Height :-
11.5	Width :
11.6 ii)	2nd Height :
11.7	Width :
12	Emergency Windows
12.1	No. of Emergency Windows :-
12.2	Position of Emergency Windows :-
12.3	Area (HxW in sq.m.) :-
13	Escape Hatch
13.1	No. Of Emergency Hatches :-
13.2	Position of Emergency Hatches :-
13.3	Area (HxW in sq. m) :-
14	Floor
14.1	Floor Height from the ground (unladen) :-
14.2	Slope of Floor (if any, with horizontal –longitudinal plane):-
14.3	Details for sunken type wrap over ramp (manually operated) to be fitted on the floor at rear entrance door used for wheelchair for disabled persons :-
14.4	Dimensions :
14.5	Material :
14.6	Load carrying capacity :

14.7	General Drawings to be submitted :
14.8	Other details :
15	Gangway
15.1	Height :-
15.2	Width (Diameter of gauging device –lower cylinder) :-
15.3	Width (Diameter of gauging device – upper cylinder) :-
16	Handrails, Handholds, Stanchions & Window Guardrails
16.1	Positions (attach dimension layout) :-
16.2	No. of Handholds :-
16.3	Dimensions of Handholds :
16.4	Type of Anti
16.5	Details of Stanchions :
16.6	Details of Window Guardrails :-
17	Entrance / Exit Guard
17.1	Height from the Floor :-
17.2	Projection from the side wall :-
18	Passenger Seats
18.1	Type of Seats :-
18.2	Details of Seat Materials :
18.3	Seat layout (Drawings) :
18.4	Seat Width :
18.5	Width of available space for one seating position :-
18.6	Height of Backrest :-
18.7	Depth of Seat Cushion (base) :-
18.8	Seat Pitch :
18.9	Seat Base Height :
18.10	Torso Angle :
18.11	Seat base thickness :
18.12	Seat back thickness :
18.13	Clearance space for seated passengers facing partition :
18.14	Free Height over seating position :
18.15	Drawing indicating the seat back angle, seat travel, H-point, Rake angle, dimension and steering wheel position (Ref. Document ARA1005CMVR101(2) December 1992 or latest approved

	guidelines) :-
19	Driver Partition
19.1	Dimension of partition with respect to rear edge of driver seat (Rear most position of Driver Seat) :-
20	Driver Area
20.1	Width from the right side wall :-
20.2	Distance from H-point to Roof Top :-
20.3	Distance between Heel Point & H-point :-
20.4	Distance of H-point from Floor :-
20.5	Distance of lower end of steering wheel from driver seat back :-
20.6	Thigh clearance of Steering Wheel :-
21	External Projections
21.1	Ornaments :-
21.2	Projection of Head Light :-
21.3	Radiator Grills (Applicable of on external surface) :-
21.4	Gap between individual elements :-
21.5	Radius of curvature of individual elements :-
21.6	Body Panel :-
22	Acceleration
22.1	Speed 0-16 Kmph :-
22.2	Speed 0-32 Kmph :-
22.3	Speed 0
22.4	Speed 0
22.5	Gradability(Stand-start)- with AC ON if installed in case of AC bus :-
22.6	Maximum speed at full load (GVW) (Without speed limiter) :-
22.7	Trackable GPS installed.
22.8	CC TV camera with 15 days recording.

ALL RELEVANT DOCUMENTS / DRAWINGS TO BE ATTACHED

Authorized Signatory/Bidder

FORMAT OF FINANCIAL BID/PROPOSAL FOR BUS

To _____

Date of Opening _____

Reference _____

We M/s Name of the Bidder hereby certify that we shall supply the bus

The production methods, quality control and testing of all materials and parts manufactured or used by us are/shall be open to inspection by the representative of the Purchaser. We hereby offer to supply the following items at the price indicated below:

•PRICES FOR Non Air Conditioned Buses (RS.): The bidder is required to indicate the prices of Non AC Bus

Item	Description & Model	Quantity	Each Bus Destination Price	Total Destination Price

Total Price in Words in Rs. _____

Break up of Price

(Indian Rupees-INR)

Basic Price	Packaging charges, if any	Excise duty	Other levies	Sales Tax	Forwarding charges	Insurance charges	Freight to destination	Any other charges	Destination price per unit.
1	2	3	4	5	6	7	8	9	10

NOTES:-

1. Each bid shall be submitted online in two bids system and each bid shall be complete in all respects.
2. Bidders shall quote the price as per TENDER document and also give the detailed breakup of the quoted price.

Signature of the Bidder

AMC Rates for Non AC Fully Built Bus including Central/ State Taxes or any other taxes, like service tax etc. as applicable from time to time.

Description	Kms.	AMC Charges per KM (Basic Price)	Service Tax on AMC Charge, if any as presently applicable	VAT or any other Govt. levies, as presently applicable	Total AMC charges payable per Km including service, Tax, Govt. levies, if any (In Rupees)	
					In figure in words	
For operation of Buses till 6,50,000 KMs						
0 - 75,000	75000					
75,001 - 1,50,000	75000					
1,50,001 - 2,20,000	70,000					
2,20,001 - 2,90,000	70,000					
2,90,001 - 3,50,000	60,000					
3,50,001 - 4,10,000	60,000					
4,10,001 - 4,70,000	60,000					
4,70,001 - 5,30,000	60,000					
5,30,001 - 5,90,000	60,000					
5,90,001 - 6,50,000	60,000					

Note: AMC will commence after completion of warranty Kms.

Signature of the Bidder

SEPARATE BID SECURITY TO BE SUBMITTED FOR THE BID OF BUS
PROFORMA FOR EARNEST MONEY/BID SECURITY

To _____

Date of Opening _____

Bid No. _____

• The Bidder shall furnish separate Bid security (hereinafter also referred to as "Earnest Money Deposit" (EMD) of ₹ _____ (Rupees _____), for Non AC Buses as part of his Bid. Each bid security shall be sealed in a separate sealed envelope superscribed "Earnest Money Deposit" for Bid due on 04-05-2013 upto 14.00hours.

• The Earnest Money Demand (EMD) should be in the form of "Account payee Demand Draft" or Bank Guarantee in favour of Omnibus Industrial Development Corporation of Daman & Diu and Dadra and Nagar Haveli Ltd., Daman, payable / en-cashable at OI DC, Daman, of any Nationalized Bank. DD from any Non Nationalized Bank shall not be accepted.

- Detail of EMD submitted
- DD No. _____ Dt. _____
- DD Amt. _____
- Bank Name _____
- Bank Guarantee detail (if any) _____

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

5. No interest will be payable by the Purchaser on the bid security in any case..

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

SIGNATURE OF _____ AUTHORIZED REPRESENTATIVE OF
THE BIDDER

PROFORMA OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the <Date> between_____ having principle place of business at _____, hereinafter called "the Purchaser" of the one part and M/s. Name of Bidder having its principle place of business at hereinafter called "the Contractor" of the other part.

WHEREAS the Purchaser is desirous that certain Goods and Services should be provided by the Contractor, viz. Supply, Testing & Commissioning of Buses and their maintenance under prescribed warranty period of _____ years or_____ KMs whichever is later and has accepted the Bid submitted by the Bidder for these goods and services.

NOW THIS AGREEMENT WITNESSETH as follows:

- In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

- The following documents as well as all the terms and conditions of _____'s TENDER no. _____ by& the Contractor's bid no. Dated shall be deemed to form and be read and constructed as part of this Agreement, viz:

- Instructions to Bidders
- General Conditions of Contract
- Technical Specifications
- Prices Schedules as submitted by Bidder along with their Bid
- Bidder Bid No..... dated _____
- Letter of Acceptance bearing No. _____ dated and terms and conditions.
- Amendments in the Contract, if any.
- Other conditions agreed to any documented as listed below:
- Bid's Commercial Terms
- Time Schedule for execution of Contract agreed by contractor
- Warranty for the Buses
- Any other conditions as applicable

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the buses and services and guarantees the same to be in conformity in all respects with the provision of the Contract.

4. The Purchaser hereby covenants to pay the Bidder in consideration of the provision of buses and services and guarantee of the same, the Contract Price at the times and in manner prescribed by the Contract.

5. The Bidder agrees that the essence of Contract and other contractual obligation shall become effective from the date of letter of Acceptance i.e. LOA. The Bidder further agrees that pre estimated damages mentioned in TENDER Document, are fair and genuine pre-estimate and not by way of penalty. The Bidder shall not dispute the same in future in any manner.

IN WITNESS WHEREOF the parties here have cause their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said By the said

NameName

On behalf of the Purchaser On behalf of the Contractor

In the presence of In the presence of

Witness Witness

..... Name

NameAddress.....

Address.....

PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____

Date of Opening_____

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

- Details are to be furnished for the supplies made by the Bidder in previous Three years (ending on 31stMarch 2013) prior to the year in which the date of Opening of Bid falls.

Sr. No.	Supplies made to (Full Address)	Contract No. & Date	Quantity ordered	Date of completion of delivery (As per Contract)	Remarks indication reasons for late delivery if any	Are the buses satisfactorily commissioned and giving trouble free service attached a certificate from the purchase

SIGNATURE AND SEAL OF THE BIDDER

Provisional Acceptance certificate

Name of the Bus _____

Manufacturer _____ Place of receipt _____

Chassis No. _____ Engine No. _____

Type of Bus: Low Floor _____ bus Date of receipt _____

The fully built bus has been received subject to the final inspection to be carried out jointly with the authorized representative of M/s _____

However, the following observations made during the preliminary Inspection at the time of receipt of the above said Bus.1) Shortage of Loose Items, if Any

2) Shortage of Documents, if any:

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

(Authorized representatives of OI DC)

Final Acceptance Certificate

Ref. No. _____ Dated: _____

Name of the Bus _____

Manufacturer: _____ Place of Final Inspection: _____

Chassis No. _____ Engine No. _____

Type of Bus: _____ Date of receipt _____

The above said fully built bus have been finally accepted subject to the recoveries (to be intimated By the Account Section) to be made from M/s _____ against the following defect/deficiencies Carried out jointly with M/s _____

Which have not been removed/attended and the same were observed during the final inspection

Sr. No.	Defect/Deficiencies	Requirement as per contract	Amount of recovery	

Inspected by _____

Technical Specifications for Diesel Low Floor Non A.C Buses

The salient specifications for Bharat Stage. III/IV 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	Whether meets the Specification
1	Engine	3298 cc minimum, 3783 cc maximum, 4 Cylinders Turbo Charged	Yes/No
2	Engine Position	Front End	Yes/No
3	Max Power	70 Kw min. 92 Kw Max. at 2400 rpm min. to 3000 rpm max. (95 hp min. - 124 hp max.)	Yes/No
4	Max Speed	80km/h min. 110km/h max.	Yes/No
5	Max Torque	260 nm min. 400 nm max. @ 1300 rpm min. -2000rpm max.	Yes/No
6	Gear Box	Synchromesh	Yes/No
7	No of Gears	5 forward + 1 reverse	Yes/No
8	Overall Length	7745 mm min. 8660 mm max.	Yes/No
9	Maximum Width	2140 mm min. 2160 mm max.	Yes/No
10	Post Sales Serviceability	Excellent	Yes/No
11	Front Overhang	1005 mm min., 1275 mm max.	Yes/No
12	Rear Overhang	2270 mm min., 2559 mm max.	Yes/No
13	Chassis Type	Fully Built Bus on Chassis	Yes/No
14	Clutch Diameter	260 mm min., 320 mm max. single plate dia	Yes/No

15	Breaks	Air Brake	Yes/No
16	Front Suspension	Semi Elliptical laminated leaf Spring, Hydraulic double-acting telescopic type shock absorbers.	Yes/No
17	Rear Suspension	Semi Elliptical laminated Leaf Spring	Yes/No
18	Seating Capacity	33 including Driver	Yes/No
19	Steering	Power	Yes/No
20	Steering Position	The steering position shall be on the right hand side of the bus.	Yes/No
21	Wheelbase	3940 mm min. 4265 mm max.	Yes/No
22	Emissions	BS - III / BS – IV	Yes/No
23	Turning Circle Diameter	7600 mm min., 14600 mm max.	Yes/No
24	Overall Height in Laden Condition	1820 mm min. 2800 mm max.	Yes/No
25	Body Options	Fully Built	Yes/No
26	Fuel Tank	90 Liters min., 160Litres max. , Diesel	Yes/No
27	Fuel Eff.	7 km per Ltr.	Yes/No
28	Additional Features	Flat Roof	Yes/No
29	Tyre Size	7.5 x 16 - 14 PR / 16PR	Yes/No
30	No. of Tyres	6 + 1 tyre	Yes/No
31	Floor Type	Standard Entry	Yes/No
32	Passenger Door	1 jack knife type	Yes/No
33	Seat Type	Standard	Yes/No
34	Loading Capacity (GVW)	7450 Kgs min. 8000 Kgs. Max.	Yes/No
35	Electricals	Battery : 12 Volts, 150 Ahr Alternator Capacity : 65 Amps	Yes/No
36	First Aid Box / Fire Extinguisher	First Aid Box / Fire Extinguisher	Yes/No

37	Trackable GPS		Yes/No
38	CCTV with 15 days recording facility		Yes/No

PROFORMA OF ANNUAL MAINTENANCE AGREEMENT

This contract agreement is made on dated between Omnibus Industrial Development Corporation of Daman & Diu and Dadra and Nagar Haveli Ltd., having principal place of business at strategic business unit, OI DC hereinafter called "the purchaser" of the one part and M/s. having its principal place of business at..... hereinafter called "the Contractor/ Bidder " of the other parts.

Whereas the purchaser is desirous that certain Goods and services should be provided by the Contractor/ Bidder, viz. design, manufacture, supply, testing & Commissioning of fully Built Non AC semi Low Floor city buses and the maintenance for a period of minimum ten years or 6,50,000 KMs whichever is later from the date of agreement between Contractor/ Bidder and purchaser (including standard warranty (based on kilometers) offered by bus manufacturer) conforming to Bharat Stage- III/IV standards.

NOW THIS AGREEMENT WITNESSETH as follows:

- In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
- The Contractor/ Bidder agrees that the essence of contract and other contractual obligation shall become effective from the date of agreement between Bidder and purchaser. The Contractor/ Bidder further agrees that pre estimated damages mentioned in TENDER Document, are fair and genuine pre-estimate and not by way of penalty. The Contractor/ Bidder shall not dispute the same in further in any manner.

IN WITNESS WHEREOF the parties here have caused their respective common seals to be hereunto affixed (or have hereunto set respective hands and seals) the day

and the year first above written.

SIGNED, SEALED AND DELIVERD

By the said by the said

Name Name

On the behalf of the BIDDER On behalf of the contractor

In the presence of in the presence of

Witness Witness

Name Name

By the said In the presence of

Name Witness

On behalf of the Purchaser Name

Address

ANNUAL MAINTENANCE CONTRACT (AMC):

1 The Bidder shall be required to submit their comprehensive AMC offer for maintenance of bus up to 6,50,000 KMs or 10 years whichever is later for complete bus system inclusive of consumables, spare parts, replacement of assemblies/subassemblies, systems etc. taking into account preventive/docking maintenance, normal wear & tear, major repairs/overhauling and break downs as well as accidental repairs upto ₹ 10,000/-(mechanical & body repair), broken lights, repairing of lighting system and routine body repairs etc., inclusive of labour cost to ensure 95% availability for the first three years and 92% availability after three years upto AMC period. The Bidder shall be responsible for carrying out repairs and servicing etc. for complete buses (including supply of consumables/replacement & fitment of spare parts/body parts/aggregates/assemblies/subassemblies etc.) **(excluding Diesel, Tyres, Tubes Flaps & Batteries)** during warranty/ post warranty period, till 6,50,000kilometers or 10 years whichever is later.

2 In case buses do not operate on any particular day because of natural disaster, riots or such other reasons beyond the control of Contractor, this period shall be excluded while calculating the availability of the buses on six month basis. Similarly where the bus cannot operate because of being impounded in police/ judicial custody or for such other reason, the period shall be excluded for calculating the availability of the bus provided the non availability of the bus is not fault of the Contractor. Whether the Bidder was responsible for the event or not, the decision of the purchaser shall be final in this regard.

3 Each bus shall be under standard warranty offered by the bus manufacturer. Under AMC, during warranty period, the Bidder shall charge for providing comprehensive maintenance of the buses, excluding servicing/ spares parts/consumables /labour cost etc. covered in warranty(up to _____ Kms.). The AMC charges will be applicable as per the actual KMs covered as quoted in the AMC slab system after the Kms. as per warranty are completed.

4 These buses shall be attended at Purchaser Depots as well as for minor repairs on line to minimize down time. 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 3 hours within OI DC or in immediate vicinity of OI DC. Any delay beyond 3 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. 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.

5 The bus wise maintenance shall be on regular basis to ensure 95% availability for the first three years and 92% availability after three years upto AMC period. In case of failure to arrange for immediate repair/maintenance to keep 95%/92% availability, the Bidder shall be liable for pre-estimated damages of Rs.4,000/-/5000/- per day per bus. 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 Bidder agrees that the aforesaid pre-estimated damage is a fair and genuine pre-estimated and he shall not dispute the same in any manner. The pre estimated; damages of Rs 4000/-/5000/- per day per bus shall be reviewed after every financial year and re-fixed based upon gross average earning per bus per day of these low floor buses during the last financial year in the depot in case the same is on higher side. However, any such increase in pre estimated damages shall not be more than 10 %during a financial year.

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 member each of both parties will decide the case. Decision of "Director Transport, U.T., of Daman & Diu or Dadra & Nagar Haveli" as the area may be final incase the joint committee fails to decide the matter conclusively.

7 The cost of repairs on account of the accidents due to war, civil commotions, strikes floods, earthquake, explosion etc. shall be borne by the Purchaser.

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 ₹10,000/- 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 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.

9 Minimum reasonable & justifiable rates with breakup of basic AMC rate plus service tax plus Vat and other statutory levies on per Km. basis in following slabs shall have to be quoted for the buses for Annual Maintenance Contract (in account of comprehensive labour and consumables). The AMC rates will be based on the prevailing service tax, Vat or any other statutory levies. Any increase in taxes of any kind will be borne by the purchaser and any decrease in taxes will be taken into account of AMC rates and the Bidder will decrease the AMC rates to the extent the taxes has been reduced by the Govt. The warranty period of the buses will be as per the standard warranty offered by the bus manufacturer for _____ Kms.

Annual Maintenance Cost

Annual Maintenance Cost

Description	Kms.	AMC charges per KM (Basic Price)	Service Tax on AMC charge, if any as presently applicable	VAT or any other Govt. levies, as presently applicable	Total AMC charges payable per km including service Tax, VAT and other Govt. levies. If any (In Rs.) In figure in words.	
For operation of buses till 650000 kms.						
0 – 75000	75000					
75001 – 150000	75000					
150001– 220000	70000					
220001– 290000	70000					
290001– 350000	60000					
350001- 410000	60000					
410001– 470000	60000					
470001– 530000	60000					
530001- 590000	60000					
590001– 650000	60000					

Note: AMC will commence after completion of warranty Kms.

11. The Bidder will ensure that in case any thing is not functioning in the buses provided by the Bidder, would be got repaired from the authorized source with genuine parts during the warranty as well as AMC period at his own cost.

12. All supplies of spares excluding Tyres, Tubes, Flaps and batteries for above Annual Maintenance Contract shall be taken care of by the Contractor/ Bidder by using his own resources including import if necessary. 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 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.

13 The Purchaser shall provide adequate sitting space for Contractor's engineer/technician/labourers at its depot during AMC period (including warranty period).The Purchaser shall also provide storage space for storing the essentials spares for maintenance of buses. However, Bidder shall be required to bear the expenditure towards cost of Electricity, water and such other charges which he has to incur to provide the AMC services. Bidder shall settle all the expenditure towards electricity/ water and such other charges/ bills, which he has to incur to provide the AMC services on regular basis and submit documentary proof in support of that along with bill for AM payment.

14 In case Bidder fails to pay the outstanding bills of water electricity etc. as mentioned above, the Purchaser will make the payment of AMC charges after recovering necessary deduction on account of outstanding bills. Bidder shall be required to make his own arrangement for Plant Machinery, Tools, Jigs, & fixtures etc. required for proper Maintenance and Services during Warranty and AMC period.

15 The Bidder will maintain the buses on line for minor repairs. The repairs of routine nature/ inspection of the buses shall be under taken at Purchaser's depot. However, major repairs shall be undertaken at the Contractor's own workshop, Towing of vehicle/buses from the place of failure accident to the place of repairs shall be the responsibility of the Bidder. No extra cost shall be paid by the Purchaser for towing of vehicles.

16 Payment for AMC will be made after every two months. After every two months, the Bidder will submit the bill. The purchaser will arrange the payment within 21 days of receipt of bill subject to any recoveries towards pre-estimated damages as per clause of GCC above or any other charges recoverable as per terms and conditions of the contract. TDS will be deducted at source from the payment of Bidder as per applicable law.

17 In case Bidder does not perform the AMC contract satisfactorily, purchaser may terminate the contract, forfeit the performance guarantee and take action as per clause of GCC for remaining portion of AMC period. Purchase's decision in this regards shall be final.

18 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 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 95% availability in the first three years and 92% availability after three years upto AMC period.

19 It shall be the responsibility of the Bidder to comply with all the laws as applicable from time to time during the period of Annual Maintenance contract including Employees State Insurance/Labour/Provident fund/Minimum wages and /or any other statutory requirement for the Bidder's personnel the Bidder may be asked by the purchaser to submit proof of making statutory payment. On the failure on the part of Bidder to furnish the same, the purchaser may make deductions as necessary from the pending payments towards meeting the cost of due statutory payments. Further the Bidder will keep the purchaser indemnified against the payment of any statutory duties, payment of which is the responsibility of the Bidder.

20 The calculation of kilometerage for the purpose of AMC charge and other wise shall not be as shown by the milometer/speedometer of the bus. Instead 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 kilometerage recorded by the bus in the duty memos shall be regularly transferred to the log book of the bus for record and for calculating payment of AMC charges. 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 excess dead mileage will be included in the total recorded Kms. covered for the purpose of calculation of AMC charges.

21 Subcontracting of the AMC shall not be permissible. This means that the Bidder shall not sub-let the Contract to any other firm/entity. However

execution of contract through its authorized network shall be permitted subject to the conditions that the Bidder shall be solely and fully responsible for the AMC of the buses during the Contract period.

22 The Bidder shall be responsible for all upkeep and maintenance including exterior and interior cleanliness and presentability of the bus. No bus shall leave for day operation unless or until it is properly maintained. In case of non compliance of the same by the contractor, warning in the first case and thereafter on repetition, the penalty will be Rs. 1000/- per such incident. The decision of the purchaser shall be binding on the Bidder in this regard.

23 Besides the required installations the purchaser reserves his right to advertise in or use for publicity the interiors and exteriors of the bus, in any form and manner as deemed fit, during the currency of the contract. The Bidder will not claim any share in the revenue arising out of this advertisement/ publicity. Further, the Bidder will not claim any extra cost of maintenance on this account. The Bidder will take care of the advertisement/publicity materials while carrying out the maintenance activities. Nor should the quality/parameters of the AMC services provided by the Bidder get impaired due to such advertisement/publicity.

24 The purchaser reserves his right to install value added services such as CCTV, Cameras/phone/ entertainment and information equipment etc. and other gadgets/equipment such as Automatic Vehicle Tracking System, Global Positioning System, Automatic Ticketing Machine etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. The Bidder will not claim any share in the revenue, which may accrue to the purchaser due to the aforementioned services/equipment/gadgets. The Bidder will also not increase or hike the AMC charges under the contract because of above nor should the quality/parameters of the AMC services provided by the Bidder get impaired due to such installations equipment. The Bidder will take due care so as to ensure that there is no damage to the installation/equipment etc, while providing the maintenance service. The purchaser may have a separate maintenance contract for these additional equipment/ installation and the Bidder will have no objection for the same. The Bidder shall take due care that any such equipment is not

damaged during maintenance/ cleaning/ washing of buses.

25 The technical specifications and other parameters of performance of the bus as provided in the contract will be maintained by the Bidder during the entire AMC period(warranty and post warranty) up to 6,50,000 KMs. or 10 years whichever is later.

26 While reviewing the pre-estimated damages to be levied on account of contract's failure to keep 95/92% availability in terms of GCC clauses, the calculation for the gross average earning would take into consideration the earning of per bus per day in the depot.

27 The purchaser will carry out inspection of the maintenance & repair work done by the contractor, as per the standard norms of Vehicle. The purchaser shall inspect all buses of the depots daily for Body condition, assemblies, spares and other accessories and if any of these is found lost / missing during the repair and maintenance, a joint committee consisting of two members each of both parties will decide the case. Any dispute will be referred to the Director Transport UT of Daman & Diu and Dadra & Nagar Haveli (as the area may be), whose decision will be binding on both the parties.

28 The purchaser reserves the right to increase/ decrease the number of schedules sanctioned as well as inter unit transfer buses as and when required.

29 The buses in the purchaser's depot will be driven handled only by the personnel of the Bidder who have valid heavy Driving license/ PSV badge as per laws. The buses will be driven by his personnel only for the purpose of attending to breakdown / accident place and repair/ maintenance work within the depot premises or from depot to the place of breakdown/ accident & back to the depots.

30 Prescribed Speed Control limits of buses will have to be mentioned & checked from time to time by the bidder.

31 The Bidder shall fulfill all the provision of rules and regulation of the reviling laws like labor laws, industrial any dispute act, Workman Compensation Act, Factory Act, motor vehicle act and with amendments if any. Any dispute

arising out of the prevailing laws the Bidder shall be liable and responsible for the same.

32 The Bidder will be responsible to keep the premises/place under Contract in tidy and hygienic condition. Otherwise purchaser will recover the estimated damages from the bidder.

33 The Bidder shall obtain necessary license/ permit under the prevailing law and the fulfill the provision of labour laws and industrial disputes act for which any issue arising out of these provision of law, the purchaser will not be liable and responsible for the same.

34 The Bidder will be responsible for payment of all statutory levies including ESIC Contribution, PF etc. in respect of the staff engaged/deployed by him for maintenance of the buses in the Purchaser's premises.

35 The loose items supplied along with each bus as prescribed in documents of CMVR will be made available to Bidder for the purpose of fulfilling obligations under the contract.

36 Training -- The Bidder shall arrange orientation training for drivers @two drivers per bus at OI DC for 5 working days before the actual commission of the buses. Similarly, orientation training shall be arranged at OI DC for 5 days of 20workshop staff/ technicians / supervisors/ engineers in batches of 10 (total 100 man days). Bus fuel/ available facilities with the purchaser will be provided by the purchaser and course material will be provided by Bidder on 'free of cost' basis. This training will be provided free of cost as and when required by the purchaser during the currency of contract.

37 All the unserviceable /defective parts /items/ used lubricants etc. replaced by the Bidder from the Buses shall be the property of the Contractor.

38 The Bidder shall take adequate insurance cover for the buses, in custody of the Bidder for maintenance which shall include the buses parked in depots under repair during AMC period, to protect the Purchaser from any loss because of damages(including fire) to the 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.

39 The Purchaser reserves the right to cancel the Annual Maintenance Contract at anytime during the currency of Contract after giving six months prior notice to the Contractor. In such case, the Bidder shall have no claim on the purchaser and remove his manpower and machines/ equipment from the site and vacate the site within six months of receipt of such notice of cancellation; of AMC.

40 The Bidder will be responsible for meeting the cost and consequences, whether civil or /and criminal, of any Challan fine /prosecution etc., owing to any act or negligence on the part of the Bidder under the contract.

41 Adverse operating conditions shall not affect the contractual obligations and parameters of performance of the Bidder under the contract, wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. will not be defense on the part of the Bidder for not fulfilling his contractual obligations as per the contract.

42 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 Kms. on the date when the modified is commissioned in service.

43 The Bidder shall ensure 95% bus availability for the first three years and 92%availability after three years upto AMC period. In case of failure to keep 95%/ 92%availability of the buses, the Bidder shall be liable for pre estimated damage of ₹4000/- / 5000/- per bus per day during the first three years / after three years during AMC period. The pre estimated damage of ₹ 4000/5000/- per bus

per day shall be reviewed after every financial year and re-fixed based upon gross average earning per bus per day of these low floor buses during the last financial year in the depot, in case the same is higher than the prescribed amount. However any such increase in pre estimated damages shall not be more than 10% during a financial year. The availability of 95% /92% will be calculated from day wise availability of each bus on six monthly basis.

44 WARRANTY –

44.1 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 a standard warranty period (based on kms.) 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.

44.2 Any non availability of bus for more than 3 hours (three hours) due to non rectification of defect, as per acceptable standards, the penalty will be imposed on the Bidder on account of missed KMs on that day taking into consideration the average traffic revenue of the last one month of the depot.

SIGNED, SEALED AND DELIVERD	Singed on behalf of contractor/
On behalf of Purchaser	Bidder
(i) Witness	(i) Witness
(ii) Witness	(ii) Witness

(Financial Bid calculation Performa)

The Purchaser shall evaluate and compare the price/financial bids of only those Bidders who have offered the prices complete in all respect as per the TENDER document. The evaluation will be made at all inclusive total price of a bid. The all inclusive total price means the Bus price and AMC cost for running the bus for 6,50,000 Kms (After reducing the kms. of standard warranty). The following assumptions shall be made for Calculating the AMC cost,

The value of the AMC cost (quoted by the bidders for the slabs of kilometers to be run by the bus during the 10 years period) shall be worked out by assuming for the sake of calculation and deciding the lowest bid that the number of kilometers to be run by the bus at the end of year 1,2,3 and so on as per the below given chart:

Year	Number of Km expected to be run by the bus during the year
	A
End of Year 1	75,000
End of Year 2	75,000
End of Year 3	70,000
End of Year 4	70,000
End of Year 5	60,000
End of Year 6	60,000
End of Year 7	60,000
End of Year 8	60,000
End of Year 9	60,000
End of Year 10	60,000

Note: AMC will commence after completion of warranty Kms.

The payment towards AMC shall be made every two months.

For example, if the all inclusive quotes for AMC per Km per bus for year 1, 2, 3.....10 are Rs. X1, X2, X3....X10 respectively than the NPV of AMC cost with 8 % per annum discount rate will be

$$= (X1 \times 75000)/(1.08) + (X2 \times 75000)/(1.08)^2 + (X3 \times 70000)/(1.08)^3 + (X4 \times 70000)/(1.08)^4 + (X5 \times 60000)/(1.08)^5 + (X6 \times 60000)/(1.08)^6 + (X7 \times 60000)/(1.08)^7 + (X8 \times 60000)/(1.08)^8 + (X9 \times 60000)/(1.08)^9 + (X10 \times 60000)/(1.08)^{10}$$

=====