



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./03/2012-2013/274

Date : 31.10.2013

**E - TENDER NOTICE - (2<sup>nd</sup> Call)**

**Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli (OIDC) Ltd.** invites e - Tender from manufacturers of fully built 32 seater Diesel Buses for supply of 16 Nos. Fully Built Standard Floor, Diesel - Non AC Buses with responsibility for comprehensive maintenance for a period of minimum 05 years from the date of commissioning of buses by the Bidder (including standard warranty period as offered by the bus manufacturer conforming to Bharat Stage- III/IV standards).

**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 : **21.11.2013 upto 15:00 hours.**
4. Last Date & Time for submission  
Of detail tender / bid in hardcopy. : **25.11.2013 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 **11.11.2013** at **11.00 hours.**
6. Technical bid opening : At OIDC's Corporate Office on **26.11.2013** at **16.00 hours.**
7. Financial bid opening : At OIDC's Corporate Office on **02.12.2013** at **11.00 hours.**

The detailed terms and conditions of the tender can be downloaded 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).

The Notice Inviting Tender and tender document have been uploaded / released on the website of OIDC [www.oicd.nic.in](http://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 **21.11.2013** 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 in the form of Demand Draft/Bank Guarantee/Fixed Deposit Receipt 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. OIDC reserves the right to reject any or all tenders without assigning any reason thereof.

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

**FORMAT OF FINANCIAL BID / PROPOSAL FOR BUS**

Item	Descriptoin & Model	Quantity	Each bus Destination Price	AMC Rate per BUS for 05 years	Total Price	Total Destination Price
1		16				

**Beak up of the Price (Indian Rupees - INR)**

Basic Price	Pakaging charges, if any	Excise Duty	Other Levies	Sales Tax	Forwarding Charges	Insurance Charges	Freight to Desitination	Any other charges	Destination Price per unit
1	2	3	4	5	6	7	8	9	10

AMC Rates for Non AC Fully Built Bus :

Description	AMC Charges without taxes (Basic Price)	Service Tax on AMC charges, if any presently applicable	VAT or any other Govt. levies as presently applicable	Total AMC Charges payable including service Tax, other Govt. levies, if any	
				In Figure	In words
For operation of buses till 5 years from the date of commissioning of buses by the bidders inclusive of standard warranty period offered by the bus manufacturer.					
			Total		

**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 (2<sup>nd</sup> Call) FOR SUPPLY OF FULLY BUILT NON AC- DIESEL- 32  
SEATER BUSES  
Dated- 31.10.2013.**

**Office of the  
Manager (Business), OIDC, Corporate Office, Plot No. 35, Somnath,  
Nani Daman (UT) – 396 210.  
Phone No. 0260-2240580, Fax No. 0260-2241108,**

**Website : [www.oidc.nic.in](http://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 – 15
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, Pro-forma of Submission of Bid	38 – 45
	Annexure – 2, Format of Financial Bid	46 – 47
	Annexure – 3, Pro-forma of Bid Security	48
	Annexure – 4, Pro-forma of Contract Agreement	49 – 50
	Annexure – 5, Pro-forma for Performance Statement	51
	Annexure –6, Provisional Acceptance Certificate	52
	Annexure – 7, Final Acceptance Certificate	53
	Annexure – 8, Bus Technical Specifications	54 – 56
	Annexure – 9, Pro-forma of Annual Maintenance Contract Agreement	57 – 69
	Annexure – 10, Schedule of supply	70
	Annexure – 11, Proforma of Bank Guarantee	71-73

**(Section - I)**  
**NOTICE INVITING TENDER (NIT) (2<sup>nd</sup> Call)**

**Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli (OIDC) Ltd.** invites E-Tender from manufacturers of fully built 32 seater Diesel Buses for supply of 16 Nos. Fully Built Standard Floor, Diesel- Non AC Buses with responsibility for comprehensive maintenance for a period of minimum 05 years from the date of commissioning of buses by the Bidder (including standard warranty period as offered by the bus manufacturer conforming to Bharat Stage- III/IV standards).

**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 **21.11.2013** time 15:00 hours. Bid in hard copy shall have to be submitted on or before 16:00 hrs on **25.11.2013**. The detailed terms & conditions of the tender can be downloaded from the OIDCs' official website: <http://nprocure.com>. No tender shall be accepted in physical form. The Competent Authority reserves the right 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 (2<sup>nd</sup> Call)**

**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 numbers of buses as per "Schedule of Requirements" and 'Technical specifications', along with responsibility of maintenance up to 05 years from the date of commissioning of buses by the bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards), from established and reliable manufacturers having at least 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 05 years from the date of commissioning of buses by the bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards). Buses shall be made available for maintenance / service every 12000 kms. or 2 months whichever is earlier. This shall start after the free services. The bidder shall provide a schedule of maintenance in advance and only one bus shall go for service at a time to the depot. The bidders are required to quote comprehensive AMC for consumables, spares/body parts, for carrying out repairs other than 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 shall bid for 16 number of Buses mentioned in the Schedule of Requirement(s).

**1.5** The bidders are required to offer "one model" for conforming to the specification given in the tender 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 "OI DC Ltd., " at Daman to be submitted alongwith 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, regardless of the conduct or outcome of the bidding process.

### **5. CLARIFICATION TO TENDER DOCUMENT :**

**5.1** 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.

**9.3** The bidder shall give Technical bid detailed drawing along with seat layout showing all dimensions such as wheelbase, Front Over Hang, Rear Over Hang, overall length, width of gangway, seat pitch, leg space, seat dimensions, door dimension, internal height of vehicle and emergency exit aggregate specifications etc. All dimensions/specifications should confirm to Central Motor Vehicle rules -1989, Daman & Diu Motor Vehicle Rules, Dadra & Nagar Haveli Motor Vehicle Rules and other rules. The base model should be

approved by the Certifying Agency notified under rule 126 of CMV 1989 like CIRT at Pune and body building of buses shall comply with the Central Motor Vehicle (Accreditation for Bus Body Builders ) Order 2007.

#### **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 Pro-forma.

**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 up to Amreli/Junagadh to provide annual maintenance contract of the buses during a minimum period of 05 years from the date of commissioning of buses by the bidder ( including standard warranty period by bus manufacturer conforming to Bharat Stage- III / IV standards). If under any circumstance the supplier would have to take the bus/es for repairs/ maintenance at place other than the designated workshop, the expense of taking the bus/es shall be borne by the supplier.

**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 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standard ).

**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 is there 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 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 **21.11.2013** upto **15.00 hours** for 16 Non AC buses to be deposited. The Earnest Money Deposit (EMD) should be in the form of "Account payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee" payable in favour of Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Ltd., payable / en-cashable at Daman of a "NATIONALIZED BANK" valid upto 3 months or the validity of tender whichever is later. Demand Draft/Fixed Deposit Receipt/Bank Guarantee of a Non Nationalized Bank will not be accepted.

**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 06 (six) buses for Daman will be at Corporate Office, Plot No. 35, Somnath, Nani Daman, Daman – 396 210, 06 (six) buses for Silvassa will be at OI DC, Community Centre, Next to Collector's Residence and 04 (four) buses for Diu the place of delivery will be at Collectorate, Diu – 362 520.

**18. INSURANCE**

Comprehensive insurance will be arranged by the Purchaser at its own cost.

**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 Price 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 confirmation 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 and 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 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standard ). (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 ALLBIDS:**

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 30 (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 5% of the total Contract value. It will be taken in two parts i.e. 5% of the total cost of the buses for which bid has been submitted and 5% of the total cost of AMC as quoted in the bid. The performance guarantee for buses can be released on successful and timely supply and commissioning of buses, while the performance guarantee of AMC shall be valid for period up to completion of AMC period. We can accept Fixed Deposit Receipt/Bank Guarantee from any Nationalized Bank as performance security amount.

### **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 SECURITIES.**

**4.1** The Bidder shall furnish Performance securities en-cashable at Daman by way of a Bank Guarantee/Fixed Deposit Receipt in the Proforma prescribed in the TENDER document within 30 days from the date of dispatch of the 'Letter of Acceptance' of the bid by the Purchaser, for an amount equivalent to 5% of the value of the contract in Indian Rupees. It will be taken in two parts i.e. 5% of the total cost of the buses for which bid has been submitted and 5% of the total cost of AMC as quoted in the bid. The performance guarantee for buses can be released on successful and timely supply and commissioning of buses, while the performance guarantee of AMC shall be valid for period up to completion of AMC period.

**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/Fixed Deposit Receipt 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 Standard Floor Buses including prototype bus is to be completed within the contracted delivery schedule of 60 days from the date of issue of letter of acceptance. If the Bidder fails to complete the supplies within contracted delivery period of 60 days, the Purchaser shall take actions as per Clause 5 of General Conditions of Contract.

**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) En-cash the Performance Bank Guarantee and/or
- c) Effect purchases at the Bidder's risk and cost for the unsupplied quantity herein after, and/or
- d) Extend the delivery period for the unsupplied/non- commissioned quantity with imposition of pre estimated liquidated damages.

**8.9** 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, it's 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 ( 5 ).

**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 in 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 OI DC 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 buses upto 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards) for complete bus system inclusive of consumables, spare parts, replacement of assemblies/subassemblies, systems etc. taking into account preventive/docking maintenance, normal wear & tear, major repairs/over hauling and break downs, repairing of lighting system and routine body repairs etc., inclusive of labour cost to ensure 85% availability for the first three years and 80% availability after three years upto AMC period failing which penalty shall be imposed as prescribed. The Bidder shall be responsible for carrying out repairs and servicing etc. for complete buses (including supply of consumables, replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/ subassemblies etc.) excluding diesel, tyres, tubes, flaps and batteries till 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards). Accidental repair and denting / painting shall be covered by purchaser through insurance. However, in case of accidents, vehicle shall be repaired and delivered without waiting for payment of the insurance claim.

**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.

**19.4** These buses shall be attended at Purchaser place as well as for minor repairs on line to minimize down time. However, as per 19.12 major repairs shall be undertaken at the constrictor's own workshop. Towing charges of vehicle/buses from the place of failure accident to the place of repairs shall be borne by the purchaser and supplier shall facilitate in towing the buses. No infrastructure or manpower will be provided by the purchaser at the place. The maximum response time for break down complaint on line, during annual maintenance period (i.e. time requested for supplier's maintenance engineers to report to the site after a request call /telegram/fax /email is made or letter is written) shall not exceed 05 hours within OI DC or in immediate vicinity of OI DC. Any delay beyond 05 hours on line, the penalty will be imposed on the Bidder on a/c of missed KMs on that day. During Annual Maintenance Contract Period, the Bidder would provide his well trained resident engineers/ Technicians/trained staff etc. to attend to the maintenance and servicing of buses to ensure quality assurance/contract etc. and for checking and preventive maintenance prior to the schedule of departure of each bus daily/regularly.

**19.5** The bus wise maintenance shall be on regular basis to ensure 85% availability for the first three years and 80% availability after three years upto AMC period. In case of failure to arrange for immediate repair/maintenance to keep 85%/80% availability, the Bidder shall be liable for Rs. 1,000/- per bus per shift. The amount of pre-estimated damages will be recovered from outstanding payment of the Bidder or from performance security as the case may be. The penalty of Rs. 1000/- per bus per shift shall be reviewed after every financial

year and re-fixed based upon gross average earning per bus per day of these buses during the last financial year in the depot in case the same is on higher side.

**19.6** Repairs due to accidents because of the reasons attributable to the defects /mechanical failure/ fire of the bus shall be the responsibility of the Contractor. However, in case of any dispute a joint committee consisting of two members each of both parties will decide the case. Decision of "OIDC" will be final incase the joint committee fails to decide the matter conclusively.

**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 Rs. 5000.00 shall also not be charged to the purchaser and the bus will be repaired at the cost of the Bidder In case of replacement of metallic 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 excluding all taxes like be quoted for the buses for Annual Maintenance Contract (on account of comprehensive labour and consumables). Taxes shall be payable at actuals as prevailing on the date of billing.

**Note: AMC will commence from the date of commissioning of buses by the Bidder.** (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards)

**NOTE-** AMC rates shall have to be indicated in the Financial bid and should quote in Financial Bid Online. Service Tax and VAT to be paid by customer as applicable on the date of billing. Taxes applicable would change as and when

revised by the statutory authorities, At present 12.36% service tax is applicable on total monthly AMC charges.

**19.10** All supplies of spares of standard quality at reasonable market price excluding Tyres, Tubes, Flaps and batteries for the Annual Maintenance Contract shall be taken care of by the Contractor/ Bidder by using his own resources including import if necessary. The bidder should Inform their requirements of supplies of such spares in advance to the purchaser. All spares supplied will be of manufacture's brands or brands as indicated by the Bidder in the bid and/ or in the Contract. No change in the manufacturer's brands or brands as indicated by the Bidder in the bid and/ or in the contract in normal 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. Water and electricity charges will be borne by the purchaser.

**19.12** 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 responsibility of the purchaser.

**19.13 Payment of AMC will be made on Bi-monthly basis within 30 days. After every two months, the bidder will submit the bill and the purchaser will arrange the payment within 30 days of receipt of bill subject to any recoveries towards penalty as per clause 19.5 above or any other charges coverable as per terms & conditions of the contract.** TDS will be deducted at source from the payment of Bidder as per applicable law.

**19.14** 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.

**19.15** 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 85% availability in the first three years and 80% availability after three years upto AMC period.

**19.16** 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 maybe 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.

**19.17** The calculation of kilometer for the purpose of warranty and otherwise shall be as shown by the milometer/speedometer of the bus. However for the period during which the same is not working the kilometers covered by the buses shall be decided on the basis of actual kilometers operated by the bus and as recorded on the driver's memo and purchaser's control room. The kilometer recorded by the bus in the duty memos shall be regularly transferred to the log book of the bus for record and for calculating kilometers in such cases. However, in case the dead mileage of the buses is more than 5% of the total mileage covered by all the buses of the depot per day, the excess dead mileage will not be included in the total recorded Kms. covered for the purpose of calculation of kilometers as per warranty.

**19.18** 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.

**19.19** The Bidder shall be responsible for all upkeep and maintenance including exterior and interior cleanliness and presentability of the bus.

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

**19.21** 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 05 years from the date of commissioning of buses by the Bidder (including standard warranty period offered by the bus manufacturer conforming to Bharat Stage- III / IV standards).

**19.22** While reviewing the pre-estimated damages to be levied On account of Bidder failure to keep 85%/80% 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. The penalty of Rs. 1000/- per bus per shift shall be reviewed after every financial year.

**19.23** 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.

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

**19.25** The buses in the purchaser's depot or at bidder's workshops 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/workshop premises or from depot/workshop to the place of breakdown/ accident & back to the depots.



**19.26** 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.

**19.27** 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 be solely liable for the buses, in custody of the Bidder for maintenance which shall include the buses parked in depots/workshops under repair during AMC period, to protect the Purchaser from any loss because of damages (including fire) to the 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 three 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 three 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 bidder's/purchaser's

Workshop /depot. The Bidder shall collect the failed and defective components/ equipments from purchaser site and send them to the works of the suppliers at his cost and responsibility. This will be arranged directly by the Bidder or his representative. Further, if any design modification be required to be made in any assembly/ sub assemblies such as Diesel Engine, Automatic transmission, air suspension, front axle, rear axle, steering system, electronic destination board of the buses etc., the period of warranty/ guarantee would commence from the date when the modified assemblies /sub assemblies/ parts designs commissioned in service.

**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, OIDC. 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 5 hours (five hours) on line, the penalty will be imposed on the Bidder on a/c of missed KMs on that day taking into consideration the average traffic revenue of the last one month.

### SCHEDULE OF REQUIREMENTS (SOR)

Item No.	Description of work	Tendered quantity (in nos.)	Warranty period & AMC period	Period of supply of buses	Consignee	Earnest money deposit (EMD)
1	Supply, commissioning and Maintenance of <b>Fully built diesel city type non AC buses</b> Conforming to Bharat Stage – III/IV norms or latest as per specification given in tender documents.	16 nos.	Maintenance upto 05 years from the date of commissioning of buses by bidder inclusive of standard warranty period as offered by the bus manufacturer with respect to each bus	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 respects. The deviations in the technical specifications, if any should be clearly brought out in the deviation statement.
7. In case, the last date of bid submission/opening falls on a gazetted holiday or

the said date is subsequently declared a holiday after the date of publication of tender document, the last date for opening of the bids shall be the next working day at the appointed time.

- 8.** Bids from dealers, traders, agents, brokers and middlemen will not be accepted.
- 9.** Price for Annual Maintenance Contract (AMC) should be quoted separately.

## **TECHNICAL SPECIFICATIONS 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 BUSPROFORMA 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/Fixed Deposit Receipt for Performance as Security for the due performance of the Contract as per format required by the OI DC.
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 be 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\_\_\_\_\_

<b>INFORMATION ON TECHNICAL SPECIFICATIONS TO BE FILLED AGAINST EACH PARAMETERS AND SUBMITTED OF BUS AS A PART OF TECHNICAL BID-</b>	
<b>1</b>	<b>Vehicle Characteristics</b>
1.1	Name of Model & Variants:-
1.2	Type of Control (normal control/Full forward control etc.):-
1.3	Wheel base (in mm):-
1.4	Number of Axles & Wheels:-
1.5	Bus Integral Frame (Overall drawing):-
<b>2</b>	<b>Type</b>
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	
2.8	
2.9	
2.10	
2.11	Body Overhang mm :-
2.12	Front end :-
2.13	Rear end
<b>3</b>	<b>Details of Assemblies: Make, type, type approval certificate No. &amp; date etc.</b>
3.1	Engine :-
3.2	Type of Manual Transmission System :-
3.3	
3.4	
3.5	Type of Steering system :-
3.6	Type of Suspension System :-
3.7	Details of Brake System :-
3.8	Cooling System :-
3.9	No of Wheels & Tyre :-
3.10	Others :-

<b>4</b>	<b>Body</b>
4.1	Type of Body :-
4.2	Comfort Category (NDX or As per Bus code) :
4.3	Dimension drawing & photograph of the vehicle with representative body :
4.4	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)	
4.18	
<b>5</b>	<b>Clearance</b>
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 :-
<b>6</b>	<b>Weight</b>
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 :
<b>7</b>	<b>Max. Stable Inclination</b>
7.1 i)	Left :-
7.2 ii)	Right :-
<b>8</b>	<b>Tyre size:-</b>
8.1	No & Arrangement of Wheels :
8.2 i)	Front :
8.3 ii)	Rear :
8.4 iii)	Spare Wheel:- :
8.5	Air Pressure :-
8.6 i)	Front :
8.7 ii)	Rear :
8.8 iii)	Others :
8.9	
8.10 i)	
8.11 ii)	
8.12 iii)	
<b>9</b>	<b>Body Panels &amp; Flooring</b>
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 corrosion paint to be used:-
<b>10</b>	<b>Service Doors</b>

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)	<b>Rear :-</b>
10.8	Height :
10.9	Width :
<b>11</b>	<b>Emergency Exit</b>
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 :
<b>12</b>	<b>Emergency Windows</b>
12.1	No. of Emergency Windows :-
12.2	Position of Emergency Windows :-
12.3	Area (H x W in mm.) :-
<b>13</b>	<b>Escape Hatch</b>
13.1	No. Of Emergency Hatches :-
13.2	Position of Emergency Hatches :-
13.3	Area (H x W in mm) :-
<b>14</b>	<b>Floor</b>
14.1	Floor Height from the ground (un laden) :-
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 entrance door used for wheelchair for disabled persons :-
14.4	Dimensions :
	Material :

	Load carrying capacity :
	General Drawings to be submitted :
	Other details :
	<b>Gangway</b>
	Height :-
	Width (Diameter of gauging device –lower cylinder) :-
	Width (Diameter of gauging device – upper cylinder) :-
	<b>Handrails, Handholds, Stanchions &amp; Window Guardrails</b>
	Positions (attach dimension layout) :-
	14.5
16.3	14.6
16.4	14.7
16.5	14.8
16.6	<b>15</b>
<b>17</b>	15.1
17.1	15.2
17.2	15.3
<b>18</b>	<b>16</b>
18.1	16.1
18.2	16.2
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) :-
<b>19</b>	<b>Driver Partition</b>
19.1	Dimension of partition with respect to rear edge of driver seat

	(Rearmost position of Driver Seat) :-
<b>20</b>	<b>Driver Area</b>
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 :-
<b>21</b>	<b>External Projections</b>
21.1	
21.2	
21.3	
21.4	
21.5	
21.6	
<b>22</b>	<b>Acceleration</b>
22.1	
22.2	
22.3	
22.4	
22.5	
22.6	
<b>23</b>	Trackable GPS installed.
<b>24</b>	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 excluding Central/ State Taxes or any other taxes, like service tax etc. which will be as applicable from time to time. However, for indication the same to be mentioned below.

Description	Years	AMC Charges without taxes (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 from the date of commissioning of buses by the Bidder inclusive of standard warranty period as offered by the bus manufacturer with respect to each bus.	5 (Five)					

**Note: AMC will commence from the date of commissioning of buses by the Bidder.**

**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 25-11-2013 upto 14.00hours.

• The Earnest Money Demand (EMD) should be in the form of "Account payee Demand Draft" or Bank Guarantee or Fixed Deposit Receipt 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/BG/FDR No. \_\_\_\_\_ Dt. \_\_\_\_\_

• DD/ BG/FDR Amt. \_\_\_\_\_

• Bank Name \_\_\_\_\_

• Bank Guarantee/DD/FDR 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

Name .....Name .....

On behalf of the Purchaser

On behalf of the Contractor

In the presence of

In the presence of

Witness ..... Witness

..... Name .....

Name .....Address.....

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 31<sup>st</sup> March 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: Standard 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 OIDC)**

### **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

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

Inspected by \_\_\_\_\_

**Technical Specifications for Diesel Standard 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:

<b>Sr. No.</b>	<b>Description</b>	<b>Specification for 32 Seater Buses</b>	<b>Whether meets the Specification</b>
1	Engine	3250 cc minimum, 4000 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	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	7300 mm min. 8660 mm max. (However minimum leg space as per std. specification to be ensured.)	Yes/No
9	Maximum Width	2100 mm min. 2300 mm max. (However minimum std. specification of seats should be complied with)	Yes/No
10	Post Sales Serviceability	Excellent	Yes/No
11	Front Overhang	1005 mm min., 1275 mm max.	Yes/No
12	Rear Overhang	(60% of the axle length of the vehicle)	Yes/No



13	Chassis Type	<del>Fully Built Bus on Chassis</del> Modular / Straight Frame chassis	Yes/No
14	Clutch Type	Single plat Dry type	Yes/No
15	Brakes	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	Minimum 33, maximum 35 including driver.	Yes/No
19	Steering	Power assisted.	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. 4300 mm max.	Yes/No
22	Emissions	BS - III / BS – IV	Yes/No
23	Turning Circle Diameter	7600 mm min., 17000 mm max.	Yes/No
24	Overall Height in Laden Condition	1820 mm min. 2900 mm max.	Yes/No
25	Body Options	Fully Built	Yes/No
26	Fuel Tank	90 Liters min., 200 Liters 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	Aluminum Chequer Plate (Thickness should be minimum 5 mm )	Yes/No
32	Passenger Door	1 jack knife type	Yes/No
33	Seat layout & Type	2 x 2 standard seats.	Yes/No

34	Gross Vehicle Weight	7450 Kgs min. 8000 Kgs. Max.	Yes/No
35	Electricals	Battery : 12 Volts, Make : Excide / Amron / TATA Alternator Capacity :12V,90 Amps	Yes/No
36	First Aid Box / Fire Extinguisher	First Aid Box comprising Band Aid, Roller Bandages, Cotton Wool, Scissors, Sterilized dressings, Triangular Bandage, Adhesive Plaster, savlon, Hydrogen peroxide, Lantcet, Eue pads, Tinc. Benzoin, Eye drop-albucid. 2 kg fire Extinguisher (ISI Standard)	Yes/No
37	Trackable GPS	Trackable GPS systems on the buses is to be provided and maintained on turn key basis.	Yes/No
38	CCTV with 15 days recording facility	CCTV with the 15 days recording is to be provided & maintain on turn key basis.	Yes/No
39	LED Display	The bidder has to provide 3 LED displays (01 front, 01 rear + 01 inside the bus in front of public/behind the driver seat of bus).	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 city buses and the maintenance for a period of minimum 05 years from the date of commissioning of buses by the Bidder (inclusive of standard warranty period as offered by the bus manufacturer with respect to each bus) i.e. to be considered as the effective 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 05 years from the date of commissioning of buses by the Bidder (inclusive of standard warranty period as offered by the bus manufacturer with respect to each bus), 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 accidental repairs upto ₹ 5000/- (mechanical & body repair), repairing of lighting system and routine body repairs etc., inclusive of labour cost to ensure 85% availability for the first three years and 80% availability after three years upto AMC period. 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, Broken Lights& Batteries)** during warranty/post warranty period, till 05 years from the date of commissioning of buses by the bidder ((inclusive of standard warranty period as offered by the bus manufacturer with respect to each bus).

**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, after giving deductions for servicing/ spares parts/consumables /labour cost etc. which is already covered in Free Service/ standard warranty (----- Years whichever is earlier). The AMC charges will be applicable as per the rates as quoted in the AMC after the warranty period is completed.

**4.** These buses shall be attended at Purchaser places 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 5 hours within OI DC or in immediate vicinity of OI DC. Any delay beyond 5 hours on line, the penalty will be imposed on the Bidder on a/c of missed KMs on that day. During Annual Maintenance Contract Period, the Bidder would provide his well trained resident engineers/ Technicians/trained staff etc. to attend to the maintenance and servicing of buses to ensure quality assurance/contract etc. and for checking and preventive maintenance prior to the schedule of departure of each bus daily/regularly.

**5** The bus wise maintenance shall be on regular basis to ensure 85% availability for the first three years and 80% availability after three years upto AMC period. In case of failure to arrange for immediate repair/maintenance to keep 85%/80% availability, the Bidder shall be liable for pre-estimated damages of Rs. 1000/- per bus per shift. The amount of pre-estimated damages will be recovered from outstanding payment of the Bidder or from performance security as the case may be. The 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 1000/- per bus per shift shall be reviewed after every financial year and re-fixed based upon gross average earning per bus per day of these buses during the last financial year in the depot in case the same is on higher side.

**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. The cost of repair on account of minor scratches, dents & paint touching upto ₹ 5000/- 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 at the time of billing. The warranty period of the buses will be as per the standard warranty offered by the bus manufacturer for \_\_\_\_\_ Kms. or \_\_\_\_\_ number of years whichever is earlier.

10. CCTV Cameras/GPRS/LED Display also be covered under AMC.

### **Annual Maintenance Cost**

#### **Annual Maintenance Cost**

Description	Years	AMC charges without taxes (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 including service Tax, other Govt. levies. If any ( In Rs. ) In figure in words.	
For operation of buses till 5 years from the date of commissioning of buses by the bidders inclusive of standard warranty period offered by the bus manufacturer with						

**Note: AMC will commence from the date of commissioning of buses by the bidder.**

**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 place during AMC period (including warranty period). The Purchaser shall also provide storage space for storing the



essentials spares for maintenance of buses. Further, purchaser shall be required to bear the expenditure towards cost of Electricity, water and such other charges which they have to incur to provide the AMC services at purchaser's place.

**14** In case Bidder creates any damages the Purchaser will make the payment of AMC charges after recovering necessary deduction on that account. 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 purchaser.

**16** **Payment of AMC will be made on Bi-monthly basis, the bidder will submit the bill and the purchaser will arrange the payment within 30 days of receipt of bill subject to any recoveries towards penalty as per clause 19.5 above or any other charges coverable as per terms & conditions of the contract.** TDS will be deducted at source from the payment of Bidder as per applicable law.

**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 warranty period). No extra time shall be given to the Bidder for maintenance services and other jobs viz. getting, fitness certificate etc. Any extra time taken by the Bidder for such works will be taken as down time & shall be so taken for the purpose of calculating 85% availability in the first three years and 80% availability after three years upto AMC period.

**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 warranty period shall not be as shown by the milometer/speedometer of the bus for the period when the same is not working. 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 not be included in the total recorded Kms. covered for the purpose of calculation of kilometers as per warranty.

**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 presentability of the bus.

**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 also requires the installation of value added services such as CCTV, Cameras/GPRS / Destination LED display by the bidder and AMC thereof. The purchase may also arrange for the installation of phone/entertainment and information equipment etc. and other gadgets/equipment such as 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 05 years from the date of commissioning of buses by the Bidder (inclusive of standard warranty period as offered by the bus manufacturer with respect to each bus). Since 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, after giving deductions for servicing/ spares parts/consumables /labour cost etc. which are already covered in Free Service/ standard warranty(---- Years or\_\_\_\_\_ Kms. whichever is earlier). The AMC charges will be applicable as per the rates as quoted in the AMC after the warranty period is

completed.

**26** While reviewing the pre-estimated damages to be levied on account of contract's failure to keep 85%/80% 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 regularly 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 /bidders workshop and in transit 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/ bidders workshop or from depot /bidders workshop to the place of breakdown/ accident & back to the depots /bidders workshop.

**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 20 workshop 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 be responsible for the buses, in custody of the Bidder for maintenance which shall include the buses parked in depots/workshop 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 if by the bidders driver, 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 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.

**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 85% bus availability for the first three years and 80% availability after three years upto AMC period. In case of failure to keep 85%/80% availability of the buses, the Bidder shall be liable for pre estimated damage of ₹ 1000/- per bus per day during the first three years / after three years during AMC period. The pre estimated damage of ₹ 1000/- 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 buses during the last financial year in the depot, in case the same is higher than the prescribed amount. The availability of 85%/80% 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 and/or equipment provided in these buses due to defective design, material or workmanship, for a standard warranty period (based on kms. /number of years whichever is earlier) offered by the bus manufacturer individually for each bus from the date of placement in service after registration from Transport Department. 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 5 hours (five 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.

SIGNED, SEALED AND DELIVRED

On behalf of Purchaser

(i) Witness .....

(ii) Witness .....

Sing on behalf of contractor/

Bidder

(i) 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 5 years. The following assumptions shall be made for Calculating the AMC cost,

### SCHEDULE OF SUPPLY

<b>Sr. No.</b>	<b>Particular</b>	<b>No. of buses to be delivered</b>	<b>Delivery Destination (within 60 days)</b>
1	Daman	<b>06</b>	<b>Office of the General Manager (Business)</b> OIDC Corporate Office, Plot No. 35, Opp. Daman Fire Station, Somnath, Nani Daman.
2	Diu	<b>04</b>	<b>Office of the Collector,</b> Collectorate, Opp. Diu Police Station, DIU.
3	Dadra & Nagar Haveli	<b>06</b>	<b>Office of the Executive Engineer,</b> OIDC, AranyaShanskriti Kendra, Next to Collector's Residence, Silvassa – Naroli Road, Dadra & Nagar Haveli, Silvassa.



PROFORMA OF BANK GUARANTEE FOR 5 % CONTRACT VALUE  
TOWARDS PERFORMANCE GUARANTEE/SECURITY

The

The General Manager (Business)

OIDC, Corporate Office, Plot No. 35,

Somnath, Daman.

Date: \_\_\_\_\_

In consideration of the General Manager (Business) Omnibus Industrial Development Corporation Ltd. (hereinafter called "The Company") having offered to accept the terms and conditions of the tender document between ..... and .....(hereinafter called "the said contractor(s)") For the work ..... (hereinafter called "the said agreement") having agreed to production of irrevocable Bank Guarantee for Rs. ....(Rupees ..... only ) as a Earnest Money / guarantee 'form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said document.

1. We .....(hereinafter referred to as "the Bank") hereby undertake to pay to the Omnibus Industrial Development Corporation Ltd. an amount not exceeding Rs. ....(Rupees ..... Only) on demand by the Omnibus Industrial Development Corporation Ltd.
2. We ..... do hereby undertake to pay the amounts due and (indicate the name of Bank)

payable under this guarantee without any demure, merely on the demand from the Omnibus Industrial Development Corporation Ltd. stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to a amount not exceeding Rs. .... (Rupees ..... Only).

3. We, said bank further undertake to pay to the Omnibus Industrial Development Corporation Ltd. any money so demand notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

4. We ..... further agree that the guarantee herein contained  
(indicate the name of bank)

shall remain in full force and effect during the period that would be taken for the terms and conditions of the said tender document and that it shall continue to be enforceable till all the dues of the Omnibus Industrial Development Corporation Ltd. under or by virtue of the said tender document have been fully paid and its claims satisfied or discharged or till General Manager (Business) on behalf of the Omnibus Industrial Development Corporation Ltd. certified that the terms and conditions of the said tender document have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We .....further agree with the Omnibus Industrial Development Corporation Ltd.  
(indicate the name of bank)

shall have the fullest liberty without our or consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender document or to extend time of guarantee by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Omnibus Industrial Development Corporation Ltd. against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said tender document and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the Omnibus Industrial Development Corporation Ltd. or any indulgence by the Omnibus Industrial Development Corporation Ltd. to he said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).

7. We ..... lastly undertake not  
(indicate the name of the bank)  
to revoke this guarantee except with the prior consent of the Omnibus Industrial Development Corporation Ltd. in writing.

8. This guarantee shall be valid up to ..... Unless extended on demand by Omnibus Industrial Development Corporation Ltd.. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees .....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the

extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of Bank)

For and the behalf of the \_\_\_\_\_ bank

Signature of authorized Bank official

Name

Designation/Authority No.

Stamp/ Seal of the Bank

Signed, sealed and delivered

For and on behalf of the bank

By the above named \_\_\_\_\_

In the presence of

WITNESS 1.

Signature :

Name :

Address :

WITNESS 2.

Signature :

Name :

Address :

=====