



**Government of India
Ministry of External Affairs**

**Tender Document
for
Supply of 27 Midi Buses (30+1 Seater) to Somalia**

- Tender No.: DPA-I/230/72/2014/4
- Tender published : 6/6/2019
- Pre-bid Conference: 17/6/2019 at 1500 hours
- Last date for Submission of Bids: 18/7/2019 at 1130 hours
- Date of opening of technical bids: 19/7/2019 at 1200 hours
- The tender document is available for downloading at www.mea.gov.in or www.eprocure.gov.in

**Development Partnership Administration-I
Ministry of External Affairs
Jawaharlal Nehru Bhawan, Janpath,
New Delhi, India**

Tender No.: DPA-I/230/72/2014/4

**Tender No.: DPA-I/230/72/2014/4
Government of India
Ministry of External Affairs
Development Partnership Administration- I**

NOTICE INVITING TENDER

Development Partnership Administration, Ministry of External Affairs, New Delhi invites sealed quotations on two bid system from the eligible and qualified bidders for supply of Midi buses to Somalia on CIF basis, as per the specifications given in this tender.

Tender document can be downloaded from MEA website www.mea.gov.in or www.eprocure.gov.in. The sealed quotations would be accepted till **1130 hrs** on **18/7/2019** EMD of **INR 13 Lakh** should be submitted along with the bid.

Deputy Secretary (DPA-I),
Room No 2115, 'B' Wing
Jawaharlal Nehru Bhawan
MEA, New Delhi
Tele: +91-11-49015409

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SECTION I
INVITATION FOR BIDS (IFB)

1. Development Partnership Administration, Ministry of External Affairs, New Delhi invites sealed bids in two bid system from eligible and qualified bidders for supply of 27 Midi Buses (30+1 Seater) to Somalia on CIF basis as per Schedule of Requirements (Section IV).

2. Contact information –

SO (DPA-I),
Development Partnership Administration
Ministry of External Affairs,
Room No. 2121, 'B' Wing
Jawaharlal Nehru Bhawan, New Delhi,
Mail id: sodpa2@mea.gov.in

3. **Two bid System** –The two bid system will be followed for this tender. In this system bidder must submit offer in two separate sealed envelopes as explained below:

3.1 Envelope No. 1: “Technical Bid” shall contain:

3.1.1 Bid Form as per Annexure-I.

3.1.2 Earnest Money (EMD) of INR 13 Lakh (INR Thirteen Lakh only) in the form of Demand Draft drawn on any Nationalized/ Scheduled Bank, in favour of 'Pay & Accounts Officer, Ministry of External Affairs' payable at New Delhi **OR** Bank Guarantee (BG) as per the prescribed format (**Annexure-III**), as mentioned at clause 9 of Section II.

3.1.3 Duly filled Technical Bid along with compliance chart given at **Annexure-II**, with proper seal and signature of authorised person on each page of the bid submitted.

3.1.4 The person signing the bid should be the duly authorised representative of the firm/ company, for which a certificate of authority should be submitted. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.

3.1.5 Self-Attested copy of VAT/CST, Service Tax Number/Registration certificate as applicable.

3.1.6 Audited P&L Account and Balance Sheet for the last 3 financial years justifying that bidder has Minimum average annual turnover as defined in eligibility conditions defined under Clause-4, Section-II of the tender document.

3.1.7 A copy of Certificate of incorporation, Partnership deed / Memorandum and Articles of Association, as applicable.

3.1.8 The bidder must submit signed Price Schedule leaving the price column blank as per the format given Section V of this tender document.

3.1.9 The bidder must submit detailed technical specifications, make & model and compliance to the Schedule of Requirement (Section IV) for which bid is submitted.

3.1.10 Authorised partners/Authorised Distributors in India are allowed to bid for the items as mentioned in the tender document. The specific authorisation letters from Principal (s) clearly indicating that the bidder is competent to sell & provide services for all the items mentioned in the Scope of Supply given in this tender document.

3.1.11 Spare parts for total six services amounting upto 5% of the total cost of buses are to be provided by the bidder for post supply service and maintenance for one year. Supply of spare parts is against the warranty services required on site in Somalia. A 6 member team of technicians would be trained in India for 20 days on service and maintenance of the buses at the cost of supplier of buses.

- 3.1.12** The Copies of relevant document like work orders/purchase orders/completion certificate, etc. in support of required experience defined under Eligibility conditions.
- 3.1.13** The bidder must sign each page of this bid document, and submit the complete document without detaching any page with their offer. All pages of bid document should be numbered and indexed. The bidder must also attach a certificate conveying acceptance of all the terms and conditions of the bid document.
- 3.1.14** Bidder must provide an undertaking as per **Annexure-V**.
- 3.1.15** Other related documents as mentioned in the tender document but not listed here.

3.2 Envelope 2: “Commercial Bid” shall contain:

Price schedule complete in all respects with proper seal and signature of authorized person.

- 3.3** Both the technical bid and commercial bid envelopes should be sealed separately and clearly marked as “Envelope no. 1 – Technical Bid” and “Envelope no. 2 – Commercial Bid”. Both the sealed envelopes should be placed in third larger envelope clearly mentioning “Technical Bid & Commercial Bid for Tender for Supply of Midi Buses to Somalia on CIF basis” and addressed to:

SO (DPA-I)
Room No. 2121, 'B' Wing
Ministry of External Affairs
Jawaharlal Nehru Bhawan (JNB), New Delhi
Tel : 011-49015478

Please write **tender number** on each envelope and seal all the envelopes.

4. Important dates.

- 4.1** Last date for download of tender document is **17/7/2019 upto 1700 Hrs.**
4.2 The pre-bid meeting shall be held on **17/6/2019 at 1500hrs at:**

Room No. 0195,'B' Wing
Ministry of External Affairs
Jawaharlal Nehru Bhawan (JNB), New Delhi.

All prospective bidders / authorized representative of the bidders who have downloaded the tender document may attend the pre bid conference to get their queries and clarification replied, if any. The bidder should depute senior level representative(s) who should be well conversant with the subject and bid requirements. Due to security reasons, Bidders, willing to attend the pre-bid conference, are requested to convey their contact details to MEA latest by **1700 hrs on 16/6/2019** so that necessary arrangements could be made. Details are to be conveyed through email to sodpa2@mea.gov.in. The queries, if any, will have to be submitted in writing on/ before the day of Pre – Bid Meeting and the answers to the queries will be made available on our website. **No queries shall be entertained after the Pre – Bid Meeting.**

4.3 Last date for submission of bids – **up to 1130 Hrs at: 18/7/2019**

Section Officer (DPA-I)
DPA I Division
Room No. 2121, 'B' Wing
Ministry of External Affairs
Jawaharlal Nehru Bhawan (JNB), New Delhi
Tel : 49015478

The bids are to be submitted in two bid system, as detailed in the tender document at the above-mentioned address. Bids submitted at any other place shall not be entertained by MEA.

4.4 Technical bid will be opened **at 1200 Hrs at: 19/7/2019**

Room No. 0195, 'B' Wing
Ministry of External Affairs
Jawaharlal Nehru Bhawan (JNB), New Delhi

The bidder's authorized representative (maximum two) can attend the bid openings.

5. Opening of Price bids

Price bids of the substantially responsive bidders will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the **time place and date** to be informed later.

END OF SECTION I

SECTION II
INSTRUCTIONS TO BIDDERS (ITB)

1. General definitions:-

- 1.1. **“Agreement”** means the document signed between the MEA, Govt of India and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the agreement, with all terms and conditions of the contract.
- 1.2. **“Bid”** means the proposals submitted by the Bidder(s) in response to this tender in accordance with the provisions thereof including the Technical Bid/proposal and Financial Bid/proposal along with all other documents forming part and in support thereof.
- 1.3. **“Bidder”** means a company/firm incorporated in India, who has submitted the bid for as per the terms, conditions, and technical specifications of the tender document.
- 1.4. **“Bid Security” or “EMD”** shall have the meaning prescribed to it in “Instructions to Bidders.”
- 1.5. **“Bid Process”** means the process of selection of the successful bidder through competitive bidding and includes submission of bids, scrutiny and evaluation of such bids as set forth in the tender.
- 1.6. **“Consignee”** means the person/office to whom the services/equipments are required to be delivered as per the “Letter of Acceptance/purchase order”.
- 1.7. **“Effective date”** of the agreement/purchase order shall mean the date on which the ‘Letter of Acceptance (LOA) shall be dispatched or e-mailed by the Purchaser.
- 1.8. **“Letter of Acceptance”** means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.
- 1.9. **“Nationalized/ Scheduled bank”** means Indian nationalized/scheduled bank.
- 1.10. **“Purchaser”** means Ministry of External Affairs, Govt. Of India, New Delhi or its authorized representatives.
- 1.11. **“Purchase order”** means the principal’s order for work, which is the principal’s acceptance of the tenderer’s tender to perform the work.
- 1.12. **“Period”** shall mean the entire term of the agreement.
- 1.13. **“Rupees”** means Indian rupees.
- 1.14. **“Services”** means services ancillary to the supply of Midi Buses i.e. such as transportation and insurance, and any other incidental services.
- 1.15. **“Similar work”** means the supply of Buses.
- 1.16. **“Tender” and / or “Tender Document”** means this tender document comprises of the sections namely Disclaimer, Notice Inviting Tender (NIT), Definitions and Abbreviations, Instructions to Bidders (ITB), General Conditions of Contract (GCC), Schedule of Requirements (SOR), Technical Specifications, (TS), Price Schedule (PS), and Bid Forms, Annexures and other formats and any applicable schedules thereto added/modified before the freezing of the tender.
- 1.17. The terms **“Successful Bidder, “Acceptable L1 Bidder”** and / or **“Vendor”** shall mean the Bidder who qualifies the Technical bid/proposal stage and the Financial bid/Proposal stage of this tender and to whom a Letter of Acceptance is consequently issued by the purchaser.
- 1.18. **“Works”** means all the works specified or set forth and required in and by the said ‘Technical Specifications’, ‘General Conditions of Contract ‘ and ‘Schedule of Requirements’, ‘ Bid Forms, Annexures and other Formats’ hereto annexed to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original Specification (s), Drawing (s) and ‘ Schedule of Requirements) and also in such

additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby Contracted for, be supplied by the Purchaser.

2. Locations for the Supply, trial run/inspection and training:-

2.1 The selected bidder will deliver all the fully assembled Midi Buses, in ready-to-use form, at Mogadishu Port, Somalia on the Flat-bed Roro vessels (suitable for shipping fully assembled buses). The side ramp of the ship could be up to 110 LOA. The consignee's details are as follows:-

Ministry of Transport and Civil Aviation Headquarter,
Shangani District, P.O. Box#109, Mogadishu, Somalia.
Tel: +252 615 583 469 & +252 612 000 116
Email: ajama99us@yahoo.com & aliga_a@hotmail.com

2.2 The trial run and pre-shipment inspection of the buses is to be conducted in India in the presence of the team of Somali mechanics visiting India for training in R&M of the buses. Third Party inspection will be carried out by a renowned agency. While prototype trial will be inspected by Third Party, all bus inspection/trial be undertaken in the presence of both Third Party and Somali Mechanics.

2.3 The supplier company would provide economy class air fare and basic amenities for boarding and lodging for the 6 member Somalian technicians team for 20 days at their company guest house.

3. Order Placements and Release of Payment:-

The Purchase Order and payment shall be processed by:

Section Officer (DPA-I)
Room No. 2121, 'B' Wing Jawaharlal Nehru Bhawan
Ministry of External Affairs New Delhi – 110011

4 Eligibility Criteria:-

4.1 Bidder must be a company/firm incorporated in India.

4.2 The bidder should have Minimum average annual turnover of Rs 7 crore during the last 3 financial years (2014-15, 2015-16 and 2016-17).

4.3 Compliance of the specifications is must, failing which the bid shall be rejected. Bidder to enclose the compliance from OEM.

4.4 The bidder or OEM must have successfully executed at least 'one (1) purchase orders / contracts / agreements of worth Rs. 6 crore' or 'two (2) purchase orders / contracts / agreements of worth Rs. 3.5 crore each' or 'three (3) purchase orders / contracts / agreements of worth Rs. 2.5 crore each' in similar work during last 7 years.

4.5 Only OEM or its authorized distributor /Reseller / partner are allowed to bid for the items as mentioned in the tender document. The specific authorization letter from Principal (s) clearly indicating that the bidder is competent to sell & provide services for the items mentioned in the Scope of Supply given in this tender document, failing which the bid shall be rejected.

4.6 Bidders should not be under a declaration of ineligibility for **corrupt and fraudulent** practices.

4.7 Bidder should be **Goods and Services Tax/ Income Tax** registered and should hold a valid GST registration certificate.

5 Cost of Bidding:-

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

6 Availability of Tender Document:-

6.1 The tender document may also be downloaded from MEA website www.mea.gov.in.

7 Amendment of Bid Documents:-

7.1 At any time prior to the deadline for submission of bids, MEA may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

7.2 All prospective bidders who have purchased the bidding document will be notified of the amendment in writing, and such amendments/ modifications will be binding on them. All amendments will also be up loaded at MEA's website and in CPP Portal. No individual notification will be issued to the prospective bidders before submission of the bids if they have not purchased the tender document.

7.3 MEA at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

8 Preparation and Submission of Bids:-

8.1 Bidder should submit offer in two separate sealed envelopes as explained in clause 3 of Section – I.

8.2 Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case, however, any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents.

8.3 All the pages of the Bid must be serially numbered, indexed, signed by the authorized person, properly stitched and kept in a file.

8.4 There shall not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

8.5 The bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the tender document or submission of the bids not substantively responsive to the tender document in every respect will be at bidder's risk and may result in rejection of the bid.

8.6 The Bid shall be in English language. All correspondence and documents relating to the bid exchanged between the bidder and the purchaser shall also be in **ENGLISH** language. However any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of

the bid document. The responsibility for the correctness of the translations if any solely rests on the bidder and purchaser shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.

9 Bid Security/Earnest Money Deposit (EMD):-

- 9.1** Earnest Money Deposit (EMD) for the tender is **Rs 13,00,000/-** (Rupees Thirteen Lakh).
- 9.2** The EMD must be in the form of a Demand Draft (DD), drawn on any Nationalized/Scheduled Bank, in favour of "Pay & Accounts Officer, Ministry of External Affairs" payable at New Delhi or in the form of a Bank Guarantee (BG) as per the format provided at Annexure-III and should be valid upto 45 days beyond the validity of the bid i.e. 225 days from the last date for bid submission. .
- 9.3** EMD should be submitted in the envelope containing technical bid. Bid submitted without EMD will stand rejected. No interest shall be payable on EMD.
- 9.4** The EMD 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. However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.
- 9.5** The EMD shall be forfeited:
- 9.5.1** If the bidder withdraws the bid during the period of bid validity specified in the tender.
- 9.5.2** In case a successful bidder, fails to furnish the Performance Bank Guarantee in due time. (Refer Clause 17 of Section II).
- 9.5.3** If the bidder fails to furnish the acceptance in writing in due time (Refer Clause 17 of Section II).
- 9.6** EMD will be returned / discharged to the successful bidder on submission of Performance Bank Guarantee (Refer Clause 17 of Section II). However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

10 Period of validity of bids:-

- 10.1** Bids shall be valid for a Minimum 180 days from the date of opening of bids. A bid valid for a shorter period shall stand rejected.
- 10.2** In exceptional circumstances, MEA may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 9 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bids.

11 Deadline for Submission of Bids:-

- 11.1** Bids must be received by MEA before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared a holiday for MEA, the bid-closing deadline will stand extended to the next working day up to the same time.
- 11.2** MEA may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the media.

12 Late Bids:-

Any bid inadvertently received by MEA after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

13 Opening of Bids:-

13.1 The purchaser shall open first the Technical & unpriced Commercial bids in the presence of bidders or their authorized representatives who chose to attend, at due date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

13.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

13.3 The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

13.4 Technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).

13.5 Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the price bid.

13.6 MEA will open the price bids of only the technically short listed bids, in the presence of the bidder or their authorized representative who choose to attend the bid opening, at the time and date to be informed later.

13.7 The bidder's authorized representative who attends the bid opening shall sign an attendance register as a proof of having attended the bid opening.

13.8 The bidder's name, bid prices, discounts and such other details considered as appropriate by MEA, will be announced at the time of opening of the price bids.

14 Preliminary Evaluation of Bids:-

14.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

14.2 Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.

14.3 Prior to the detailed evaluation pursuant to clause 15 below, the Purchaser will determine the substantive responsiveness of each bid to the tender Document. For purposes of these clauses, a substantively responsive bid is one which conforms to all the terms and conditions of the tender documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

14.4 A bid, determined as substantively non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

15 Evaluation and Comparison of Substantively Responsive Bids:-

- 15.1** The Purchaser shall evaluate in detail and compare the bids previously determined to be substantively responsive pursuant to clause 14 above.
- 15.2** During the technical evaluation, purchaser at its discretion may call upon the bidder to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from Purchaser.
- 15.3** The evaluation of the techno-commercially responsive bids shall be carried out on the basis of the price offered by the bidder under Column Y of the Price Schedule in Section V of the Bid Document. Lowest bidders shall be determined on the basis of lowest Total Composite Price.

16 Award of Contract:-

- 16.1** MEA shall award the contract to the eligible bidder/s whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on Total price given in Price Schedule in Section V of the Bid Document.
- 16.2** The Purchaser will notify the successful Bidder in writing 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 Contractor.
- 16.3** If more than one bidder happens to quote the same lowest price, MEA reserves the right to split the order and award the contract to more than one bidder.
- 16.4** Upon receipt of the '**Letter of Acceptance**', the successful Bidder shall return it duly signed and stamped by his authorized signatory within 10 working days from the date of receipt of Letter of Acceptance.
- 16.5** Upon return of '**Letter of Acceptance**' from the successful Bidder, "Contract in accordance to the terms and conditions of this tender Document, shall have to be signed by both the parties. 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. 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" or purchase order will be issued.

17 Performance Bank Guarantee(PBG):-

- 17.1** The successful Bidder shall furnish to the Purchaser a Performance bank guarantee for an amount equivalent to 10% of the total Contract value Within 10 working days of dispatch of the '**Letter of Acceptance**' from the Purchaser.
- 17.2** The successful bidder must submit a Performance Bank Guarantee of 10% of the order value on award of contract / order by MEA as per the format provided at Annexure-IV.
- 17.3** The Performance Security will be discharged by the Purchaser after completion of one year from the delivery date at Mogadishu, Somalia.

18 Purchaser's Right to amend the Scope of Work:-

If, for any unforeseen reasons, MEA is required to change the Scope of Supply, this change shall be acceptable to the bidder as negotiated between MEA and the bidder.

19 Corrupt or Fraudulent Practices:

- 19.1** It is expected that the bidders who wish to bid for this project have highest standards of ethics.

- 19.2** MEA will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- 19.3** MEA may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded or contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

20 Interpretation of the clauses in the Tender Document/ Contract Document:-

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, MEA's interpretation of the clauses shall be final and binding on all parties.

END OF SECTION II

SECTION III
GENERAL CONDITIONS OF CONTRACT (GCC)

1 Scope of Work:-

- 1.1** Supply of 27 Midi Buses (30+1 Seater) to Mogadishu Port, Somalia, directly from India or through Mombasa Port of Kenya.
- 1.2** The host government would be providing the following at their cost:
 - 1.2.1** Security of the premises.
 - 1.2.2** Exoneration from customs and other applicable taxes insofar import of equipment from India or third country is concerned in connection with supply of Midi Buses.
 - 1.2.3** Exemption from paying taxes etc. for Indian personnel deputed in connection with supply of Midi Buses.
- 1.3** The scope of work as envisaged in this tender is supply of Midi Buses, as per SoR, including their trial run in India.
- 1.4** Spare parts for total six services amounting upto 5% of the total cost of buses are to be provided by the bidder for post supply service and maintenance for one year, as per Section VII. Supply of spare parts is against the warranty services required on site in Somalia.
- 1.5** Training 6 Somali technicians for repair and maintenance of the vehicles in India for 20 days at the cost of supplier of buses. The supplier company will also provide economy class airfare and basic amenities for boarding lodging at the company's guest house.
- 1.6** Major machinery defects in the vehicle if any, not rectified by the trained technicians during the first year of run shall be rectified by the supplier during warranty with no additional cost. For this purpose, the supplier can either arrange the visit of Somalian technician to India for acquiring special training or locate any local dealer in Somalia or send its own personnel for rectifying the defects.

2 Prices:-

- 2.1** The price quoted shall be considered firm and no price escalation will be permitted.
- 2.2** Bidders must quote the price in the format given in Price Schedule at Section –V of this document.
- 2.3** All items are to be quoted only in INR. Supply will be made from India by Sea/Air.
- 2.4** The prices quoted should be inclusive of freight, insurance & packing up to Somalia. The packing shall be transport worthy conforming to the international standard so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in goods shall continue with supplier till goods are delivered in good condition to the consignee. The goods are to be transported by sea/surface route from India either direct to Mogadishu Port or via Mombasa Port of Kenya and price bid should be prepared accordingly.
- 2.5** The prices quoted should be inclusive of freight and insurance till destination i.e. in Somalia on CIF basis. The items will be exempted from payment of customs duty by Govt. of Somalia. Necessary Custom Duty Exemption Certificate shall be arranged by

MEA/ Government of Somalia as & when required. Taxes and duties payable in India, if any, are non refundable and should be included in the price.

- 2.6** The consignment will be cleared by Govt. of Somalia. However, the bidder should insure the consignment till actual delivery to the end user.
- 2.7** The basic prices and applicable taxes should be mentioned separately. The exact rates of taxes applicable, if any, as on the date of quoting must be mentioned. No concessional tax form (C/D) will be given by MEA.

3 Chartered Engineer Certificate:-

- 3.1** The successful bidder will be required to furnish the certificate from the Registered Chartered Engineer certifying that the items supplied and their specifications are in compliance with the requirements of the supply order issued by purchaser.

4 Completeness Responsibility:-

- 4.1** Notwithstanding the scope of work, supply and trial run stated in the tender document; any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the supplier and which are not expressly excluded there from but which are necessary for the satisfactory completion of supplies in accordance with the specifications and executing the contract to establish achievement of performance guarantee parameters, are to be provided for and rendered by the vendor without any extra charge so that the said project is completed in all respects.
- 4.2** The project is for Supply of 27 Midi Buses (30+1 Seater) to Mogadishu, Somalia on CIF basis. It shall be responsibility of the supplier(s) to ensure smooth integration of Midi Buses. This should be done in close coordination with the supplier.
- 4.3** The responsibility for the completeness of the supply has to be up to Mogadishu Port of Somalia and delivery to the Consignee.

5 Warranty:

Service Warranty is covered by supply of spare parts of six services for one year and training of 6 Somalian Mechanics for 20 days by the supplier.

6 Payments:

- 6.1** 1st Payment milestone: 80% of the contract value on dispatch of Midi Buses within 3 months from the date signing of the agreement between MEA and successful bidder/date of issue of purchase order, subsequent to issue of Final Despatch Clearance Certificate (FDCC) by MEA as defined under Clause 7.1 of the agreement. The supplier would have to submit dispatch documents including certification of the successful trial run of all the Buses in India.
- 6.2** 2nd Payment milestone: 20% of the contract value against production of certificate by Indian Mission in Nairobi (Kenya) that all Buses are delivered in good condition at Mogadishu, Somalia within 4½ months from the date of issue of purchase order.

7 Delivery Time lines

- 7.1** The successful bidder(s) shall be required to furnish the following documents:
- i. Readiness of the consignment for dispatch
 - ii. Chartered Engineer's Certificate
 - iii. Packing List (Bill of Material)
 - iv. Insurance Policy upto 110% of the cost
 - v. Invoice & other relevant document(s), if any.
 - vi. Proof of successful trial run of prototype and
 - vii. Proof of successful trial run of all buses

Final Dispatch Clearance Certificate (FDCC) shall be issued by MEA on receipt of above mentioned documents from successful bidder. Actual shipment should be done only after issue of FDCC.

- 7.2** The required Midi buses have to be shipped/dispatched within 3 months from the date of issue of purchase order. The time is the essence of this contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as these are tightly linked to the host country to completing the project within the available time frame.
- 7.3** The selected bidder, who would be awarded the contract, would provide trial run of all Buses in all respect in India before despatch of buses within 3 months from the date of issue of purchase order.
- 7.4** The selected bidder will deliver all the fully assembled Midi Buses, in ready-to-use form, at Mogadishu Port, Somalia on the Flat-bed Roro vessels (suitable for shipping fully assembled buses) within 4½ months from the date of issue of purchase order. The side ramp of the ship could be up to 110 LOA. The consignee's details are as follows:-

Ministry of Transport and Civil Aviation Headquarter,
Shangani District, P.O. Box#109, Mogadishu, Somalia.
Tel: +252 615 583 469 & +252 612 000 116
Email: ajama99us@yahoo.com & aliga_a@hotmail.com

8 Penalty for delayed Services

- 8.1** Purchaser reserves the right to levy penalty @ 0.5% of Contract value per week of delay beyond the scheduled date of delivery at [Mogadishu](#), Somalia, subject to maximum penalty of 10% of the order value.
- 8.2** MEA reserves the right to cancel the order in case the delay is more than 10 weeks.
- 8.3** The penalties, if any, shall be recovered from the bills of the supplier. Performance Bank Guarantee shall also be invoked, if required.

9 Jurisdiction

The disputes, legal matters, court matters, if any shall be subject to New Delhi jurisdiction only.

10 Force Majeure

MEA may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises

11 Termination and Suspension :

11.1 Termination:

If the bidder:

- 11.1.1** shall have voluntarily commenced winding-up, bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;

- 11.1.2** has insolvency, receivership, reorganization or bankruptcy proceedings brought against him and the petition commencing such proceedings is not controverted and the proceedings dismissed or effectively stayed within 30 (thirty) days of such commencement;
- 11.1.3** has abandoned the Contract;
- 11.1.4** despite previous warnings in writing from the MEA, has wrongfully refused or has materially failed or neglected at any time to execute the Contract or is failing to proceed with the Contract with due diligence or is neglecting to carry out its other obligations under the Contract in each case so as to affect materially and adversely the execution of the Contract;
- 11.1.5** offers or gives or agrees to give to any person in the MEA's service or to any other person on his behalf, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so or for having done or forborne to do any act in relation to obtaining or execution of this or any other Contract for the MEA;
- 11.1.6** shall enter into a contract with the MEA's employee in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed, in writing, to the MEA;
- 11.1.7** has failed to deliver the said Works of any or all jobs as per the Scope within the Completion Schedule; then the MEA may, by notice to the bidder and without prejudice to any other remedy under the Contract, terminate the Contract but without thereby releasing the bidder from any of his obligations or liabilities which have accrued as at the date of termination of the Contract and without affecting the rights and powers conferred by the Contract on the MEA. Upon such termination the MEA may itself complete the Service or may employ any other bidder to complete the job at the risk and cost of the bidder.

11.2 Opportunity to remedy:-

The MEA's right to terminate the Contract following the occurrence of the events or circumstances, as described above, shall be subject to the MEA having first given the bidder 30 (thirty) days prior notice of its intention to terminate the Contract, during which period the bidder shall have failed to remedy or to take all reasonable steps to commence the remedy of the default.

11.3 Payment after Termination due to bidder's Default:-

- 11.3.1** The MEA shall not be liable to make any further payments to the bidder until the costs of execution and all other expenses incurred by the MEA in completing the Services, and thereby the Facility, have been ascertained (herein called the "Cost of Completion"). If the Cost of Completion when added to the total amounts already paid to the bidder as at the date of termination exceeds the total amount which would have been payable to the bidder for the execution of the complete services, the bidder shall upon demand, pay to the MEA the amount of such excess. Any such excess shall be deemed a debt due by the bidder to the MEA and shall be recoverable accordingly.
- 11.3.2** If there is no such excess the bidder shall be paid the value of the Services executed after adjusting the total of all payments received by the bidder as on the date of termination.

11.4 Termination without bidder's Default:-

MEA reserves the right to terminate the Contract at any time, without assigning any reason, by giving a notice of 1 (one) month. The bidder shall stop the performance of the Contract from the date of termination and shall hand over all the drawings, documents and goods

manufactured till date, including related rights, sanctions and approvals, to MEA. MEA shall pay to the bidder the cost incurred by the bidder till the date of termination, duly supported with documents, as compensation after adjusting payments already made till the termination. No consequential damages shall be payable by the MEA to the bidder in the event of such termination.

11.5 Suspension:

11.5.1 The MEA may suspend the work in whole or in part at any time by giving bidder notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the bidder shall stop all such work, which the MEA has directed to be suspended with immediate effect. The bidder shall continue to perform other work in terms of the Contract, which the MEA has not suspended. The bidder shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

11.5.2 During suspension, the bidder shall not be entitled for any claim whatsoever arising out of any loss or damage or idle labour caused by such suspension.

11.6 Rights of MEA after Termination:

11.6.1 The MEA shall, on such termination of the Contract, have powers to :

1.6.1.1 take possession of the Site and any material, Drawings, schemes, implements, stores etc. thereon; and / or

1.6.1.2 carry out the incomplete Work by any means at the risk and cost of the bidder

1.6.1.3 Any excess expenditure incurred or to be incurred by the MEA in completing the Work or part of the Work or the loss or damages suffered by the MEA as aforesaid after allowing necessary credits, shall be recovered from any money due to the bidder on any account and if such money is not sufficient, the bidder shall be called upon in writing to pay the same within 30 days.

1.6.1.4 The MEA shall not be liable to make any further payments to the bidder until the costs of execution and all other expenses incurred by the MEA in completing the Works have been ascertained (herein called the "Cost of Completion"). If the Cost of Completion when added to the total amounts already paid to the bidder as at the date of termination exceeds the total amount, which would have been payable to the bidder for the execution of the Works, the bidder shall upon demand, pay to the MEA the amount of such excess. Any such excess shall be deemed a debt due by the bidder to the MEA and shall be recoverable accordingly. If there is no such excess the bidder shall be entitled to be paid the difference (if any) between the value of the Works ascertained and the total of all payments received by the bidder as on the date of termination.

12 Arbitration:

12.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to the matter the decision to which is specifically provided under this agreement, the same shall be referred by either party (MEA or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The award of the arbitrator shall be final and binding on both the parties to the agreement.

12.2 The arbitrator may from time to time with the consent of both the parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and

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Conciliation Act 1996, and the rules made there under any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. All disputes of any kind arising out of supply, trail run & training etc., shall be referred by either party (MEA or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be specified in the purchase agreement. The jurisdiction of the courts shall be specified in the purchase agreement.

END OF SECTION III

SECTION IV**Schedule of Requirement (SoR)****Supply and Trail Run of 27 Midi Buses (30+1 Seater) to Somalia.**

S. No.	Item Description	Specification	Unit	Quantity
1.	Midi Buses	As per Tender	Units	27
2.	Spare Parts for total six services for use of one year	As per Tender	Unit	1
3.	Training to 6 technicians designated by the Government of Somalia for 20 days in India	Training, airfare, accommodation and food	Unit	1

SECTION V**COMMERCIAL PRICE SCHEDULE****Supply and Trail Run of 27 Midi Buses (30+1 Seater) to Somalia.**

S. No	Item Description	Specification	Unit	Qty	CIF Rate per unit (INR) (Incl. all taxes*)		Total Amount (INR)
					Figures	Words	
					(B)	(C)	
				A			Y=A x B
1	Midi Buses	As per Tender	units	27			
2.	Spare Parts for total six services For use of one year	As per Tender	units	1			
3.	Training to 6 technicians designated by the Government of Somalia for 20 days in India	Training, airfare, accommodation and food	units	1			
Total Composite Price (in figures)							

Total Composite Price (In words)

Note

* Except customs and other applicable taxes in so far import of equipment from India or third country is concerned in connection with supply and trail run of Midi Buses to Somalia.

SECTION-VI**TECHNICAL SPECIFICATIONS**

MINIMUM TECHNICAL SPECIFICATIONS FOR MIDI BUSES FOR SOMALIA		
Sr. No.	Description	Specifications
		Non Air Conditioned Midi Buses
Performance Requirements		
1.0	Engine HP Sufficient to provide	
1.1	Acceleration – To attain bus speed of 0-30 km/h in seconds	≤ 10.5.
1.2	Maximum speed (km/h)	Geared maximum speed without speed limiter to be minimum 75 km/h.
1.3	Grade ability from stop at 1.5 GVW	17%
1.4	Rated HP/torque preferably at lower rpm/rpm range	HP rating designed to provide rated torque of Minimum 400 Nm (under full load) preferably at lower range.
1.5	Emission Norms	Euro III and above (Diesel available in Somalia is poor with high sulphur content. Fuel emission control system in the vehicles shall reduce NOx & CO emissions. The bidding company may decide the norms accordingly).
1.6	Engine Operational requirements	Engine should be able to operate efficiently at ambient temperature of approximately 0° to 50° C, humidity level from 5% to 100%, and altitude levels of up to 200 meters, generally operating in the semi arid zone/ hilly region prevailing in the area.
2.0	Speed limiting function (SLF):	Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit.
3.0	Transmission	Manual- Synchronesh- forward speeds (minimum 5) & Constant Mesh on Reverse Gear
4.0	Clutch	Dry, Single Plate, Power Assisted Operation
5.0	Rear Axle	Single Reduction, Hypoid Gears, Full Floating Axle Shafts with optimal gear ratios
6.0	Front Axle	Heavy Duty Reverse Elliot Type Axle
7.0	Steering System	Hydraulic Power Steering with <u>Left Hand Drive</u>
8.0	Suspension System	

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8.1	Front	Semi Elliptical Multi Leaf Spring with Hydraulic Double Acting Telescoping Type Shock Absorbers with Anti Roll Bars
8.2	Rear	
9.0	Braking System	Dual circuit full air brakes with Anti Brake Locking System (ABS), preferably disc brake for front and drum at rear brakes. Graduated had controlled, spring actuated parking brakes acting on rear wheels. Braking system shall be compliant to the Braking requirements specified under Rule 96 of CMVR.
10.0	Electrical System	24 Volt DC
10.1	Batteries	Maintenance Free Lead Acid Batteries for 24 V System (2 x 12 V)
10.2	Self Starter	24V
10.3	Alternator	24V
11.0	Tyres	Steel Radial Tube less. Size and performance as per CMVR
12.0	Fuel Tank Capacity	160 Ltrs Minimum
13.0	Bus Dimensions in mm	
13.1	Overall Length	≥7000 & ≤ 9400
13.2	Overall Width	≤ 2600
13.3	Overall Height (Unladen)	≤ 3800
13.4	Wheel Base	≥4000 & ≤ 5000
13.5	Front & Rear Overhang	As per CMVR
13.6	Turning Circle Radius (mm)	As per CMVR
13.7	Clearances (mm)	Axle Clearance – 190 Minimum, Ground clearance within the Wheel Base – 200 Minimum
14.0	Passenger Doors	
14.1	Front	Front door position as per CMVR
14.2	Rear	Preferably rear edge of gate 1500 mm ahead of centre line of rear axle or front edge of gate 1500 mm behind centre line of rear axle

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15.0	Maximum Step Height (mm)	400
15.1	Maximum Height of other steps	250 mm (if door ahead of rear axle); 300 mm (if door behind rear axle)
16.0	Emergency Door (Numbers, Dimensions etc.,)	As per AIS 052
17.0	Bus Body (Including Construction materials, Floor Type, Safety Glasses & Fittings, Rear View Mirrors, Passenger Seats (layout, type & material), Gangway, drivers working space, Painting, Safety Requirements, Lightings, Fire Extinguishers, first Aid Box etc.,)	Selection of Structure, Material and other requirements such that the bus body shall meet the requirements as per AIS 052 & AIS 153 as well as CMVR.
18.0	Seating Capacity	30+1 (High Back Semi-Executive Passenger Seats)
19.0	Colour	Pastel Blue
20.0	Additional Requirements	<ul style="list-style-type: none"> .Two Air passage /duct/roof latch with exhaust fans to be provided at suitable locations for proper inflow of air inside the saloon. .24V DC Brushless Fans shall be fitted on each row of seats on either sides in the passenger saloon. .The caption <i>“Gifted by the Government and the people of India to the friendly Government and People of Somalia”</i> to be inscribed and painted on both side of the buses in both English and local language.

SECTION-VII**List of Spare Parts**

List of Spare Parts required for servicing of Vehicle Applicable for Short/City/Hilly Terrain at Every 20000 Kms			
Type of service	Parts Required		
	Description	Quantity	Remarks
20000 Km	Engine Oil	12.5 Lit	
	Engine Oil Filter	1	
	Fuel Pre Filter	1	
	Fuel main Filter	1	
40000Km	Engine Oil	12.5 Lit	
	Engine Oil filter	1	
	Air PRIMARY ELEMENT	1	
	Air SAFETY ELEMENT	1	
	Fuel Pre Filter	1	
	Fuel main Filter	1	
	Front KIT LINING SET (STD)	1	
	Rear KIT LINING SET (STD)	1	
60000Km	Engine Oil	12.5 Lit	
	Engine Oil Filter	1	
80000Km	Engine Oil	12.5 Lit	
	Engine Oil filter	1	
	Air PRIMARY ELEMENT	1	
	Air SAFETY ELEMENT	1	
	Fuel Pre Filter	1	
	Fuel main Filter	1	
	Differential Oil	14 lit	
	Front KIT LINING SET (STD)	1	
	Rear KIT LINING SET (STD)	1	
	Gulf Crown Duramax NLGI 3	2.5 Kg	
	Clutch Oil	As required	At every 80K kms.
	Power Strg Oil	As required	At every 80K kms.
	Power Strg filter	1	at every 80K kms
	Clutch Master Cylinder Kit	1	Overhaul clutch Master Cylinder at 80K kms
	Clutch Booster Kit	1	Overhaul clutch booster at every 80K kms.
100000Km	Engine Oil	12.5 Lit	
	Engine Oil Filter	1	
120000Km	Engine Oil	12.5 Lit	
	Engine Oil filter	1	
	Air PRIMARY ELEMENT	1	
	Air SAFETY ELEMENT	1	

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	Fuel Pre Filter	1	
	Fuel main Filter	1	
	Gear box Oil	6.5 Lit	
	Front KIT LINING SET (STD)	1	
	Rear KIT LINING SET (STD)	1	
	Grease Front hub	210gm/Hub	
	Grease Rear Hub	450 gm/hub	
	Front Hub Grease Kit	1	
	Rear Hub Grease Kit	1	
	Rear Axle Oil	6.2 Litre	
140000Km	Engine Oil	12.5 Lit	
	Engine Oil Filter	1	
160000Km	Engine Oil	12.5 Lit	
	Engine Oil filter	1	
	Air PRIMARY ELEMENT	1	
	Air SAFETY ELEMENT	1	
	Fuel Pre Filter	1	
	Fuel main Filter	1	
	Differential Oil	14 lit	
	Front KIT LINING SET (STD)	1	
	Rear KIT LINING SET (STD)	1	
	Gulf Crown Duramax NLGI 3	2.5 Kg	
	Clutch Oil	As required	At every 80K kms.
	Power Strg Oil	As required	At every 80K kms.
	Power Strg filter	1	at every 80K kms
	Clutch Master Cylinder Kit	1	Overhaul clutch Master Cylinder at 80K kms
	Clutch Booster Kit	1	Overhaul clutch booster at every 80K kms.
180000Km	Engine Oil	12.5 Lit	
	Engine Oil Filter	1	
200000Km	Engine Oil	12.5 Lit	
	Engine Oil filter	1	
	Air PRIMARY ELEMENT	1	
	Air SAFETY ELEMENT	1	
	Fuel Pre Filter	1	
	Fuel main Filter	1	
	Front KIT LINING SET (STD)	1	
	Rear KIT LINING SET (STD)	1	

Parts with Wear and Tear and unscheduled Parts

Sr No	Part Description
1	ASSY.OVERFLOW VALVE
2	NEUTRAL POSITION SENSOR
3	DPS SENSOR
4	GASKET;TURBO RETURN ADAPTER
5	HUMP HOSE (PIPE TO AIR INTAKE ELBOW)
6	GASKET (TC OUTLET)
7	ASSY. OIL SEPARATOR
8	RUBBER BUSH
9	GSK SEAL CAM SHAFT COVER
10	GASKET INJECTOR SEAL
11	O RING INJECTOR SLEEVE
12	O RING (CYL. HEAD TO CAM CARRIER)
13	OIL FILLER CAP
14	INJECTOR (1800 BAR)
15	DIPSTICK TUBE ASSY
16	DIPSTICK
17	HOSE (OMS TO OIL SUMP)
18	ASSY. FLYWHEEL WITH RING GEAR
19	TENSIONER - HYDRAULIC
20	TIMING CHAIN KIT
21	SPROCKET;CRANKSHAFT
22	ROTARY SHAFT SEAL
23	ROLLER CAGE
24	CAP
25	PRESSURE PIECE
26	SEALING PLUG
27	COMPRESSION SPRING (INNER)
28	PIN
29	HARDENED WASHER
30	DESICCANT CARTRIDGE
31	ASSY.CLUTCH MASTER CYL.
32	CLUTCH PEDAL PIN
33	BRAKE PIN
34	SHIM - 0.5 MM
35	SHIM - 0.3 MM
36	COVER ASSY
37	FILTER ELEMENT
38	RUBBER BUSH
39	330 DIA COVER ASSY (COIL)
40	REPAIR KIT DRAG LINK

41	CLUTCH BOOSTER ASSY
42	ENGAGING GEAR (5TH/REVERSE SPEED)
43	SHIFTER SLEEVE (5TH/REV)
44	SYNCHRO RING-DOUBLECONE(1ST/2ND SPEED)
45	ENGAGING GEAR (1ST/2ND SPEED)
46	INNER CONE-WITH CORBON LINING (1ST/2ND)
47	SYNCHRONIZER RING INTERMEDIATE (1/2)-INA
48	SYNCHRO RING (REVERSE GEAR)
49	HELICAL GEAR 1ST SP. M/SHAFT
50	HELICAL GEAR 2ND SPEED(MAIN SHAFT)
51	HELICAL GEAR REV. SPEED
52	MAIN SHAFT
53	SPACER (MAIN SHAFT)
54	SPACER (MAIN SHAFT)
55	SYNCHRO RING (DRIVE SHAFT)
56	DRIVE SHAFT
57	SYNCHRO RING (OVERDRIVE)
58	ENGAGING GEAR (3RD/4TH SPEED)
59	SYNCHRO RING (3RD/4TH SPEED)
60	GASKET(RETAINER PIN)
61	SHIFTER SHAFT (1ST / 2ND SPEED)
62	SHIFTER SHAFT (3RD /4TH SPEED)
63	SHIFTER SHAFT (6TH SPEED)
64	SHIFTER SHAFT (5TH/REV.)-FOR 6 SPEED
65	BRASS PAD
66	ASSY.SELECTOR SHAFT & SELECTOR LEVER (40 DEGREE)
67	SELECTOR & SHIFTER SHAFT
68	SPH. DETENT (SEL SHIFTER SHAFT / INA)
69	INTERLOCK FINGER
70	GASKET (TOP CVR)
71	DETENT PLUG
72	REVERSE DETENT SPRING (2.2 STIFFNESS)
73	UJ KIT
74	HOSE PIPE
75	ACCL PEDAL MODULE
76	RUBBER BUSH(ASSY.ANTIROLL BAR MTG.)
77	RUBBER BUSH (ANTI ROLL BAR MTG.)
78	TIE ROD ARM (RH)
79	TIE ROD ARM (LH)
80	BALL JOINT ASSY,LH
81	BALL JOINT ASSY,RH
82	3/8" FRONT BRAKE HOSE
83	DRAG LINK ASSY
84	ENGINE MTG;FRONT-RH
85	ENGINE MTG;FRONT-LH

86	3LITRE REAR ENGINE MOUNT
87	CAMSHAFT DRIVEN VACUUM PUMP
88	ASSY. BELT DRIVEN COMPRESSOR
89	CENTRE PAD
90	ASSY OIL SUMP BUS (WITH DRAIN PLUG)
91	CYLINDER HEAD GASKET
92	CHAIN (CRANK TO HP PUMP)
93	CAM SENSOR WHEEL
94	O RING (FRONT COVER TO BLOCK)
95	O RING (COVER PLATE)
96	HIGH PRESSURE FUEL PUMP
97	ASSY. FUEL PRESSURE LINE (PUMP TO RAIL)
98	ASSLY COMMAN RAIL WITH PRE. SENSOR
99	SET-ASSY. HP LINES
100	LEAK OFF VALVE
101	FUEL FILTER SPIN ON
102	FUEL WATER SEPARATOR SPIN ON
103	FUEL WATER SEPARATOR ASSY
104	AIR MASS FLOW SENSOR
105	GASKET INTAKE MANIFOLD
106	TUBE ASSY;EGR (EX.MANIFOLD TO EGR VALVE)
107	HOSE TC TO EVRV (BUS TC END)
108	HOSE ASSY;EVRV TO TURBOCHARGER
109	ASSY. EGR MIXER
110	EXHAUST MANIGOLD GASKET (LCV)
111	GASKET EGR PIPE TO EGR VALVE
112	TURBOCHARGER (BUS)
113	ASSY.TC OIL RETURN LINE
114	GASKET (TC AIR INTAKE)
115	GASKET (TC TO INT ELBOW)
116	GASKET (EXHAUST MANIFOLD TO TC)
117	GASKET EXHAUST MANIFOLD TO EGR PIPE
118	GASKET TC OUT
119	GASKET EXHAUST MANIFOLD TO TC
120	GASKET (TC AIR INTAKE)
121	CRANK SPEED SENSOR
122	CAM SHAFT POSITION SENSOR
123	T-MAP SENSOR
124	ASSY MECH - TENSIONER
125	O RING (OIL PUMP-BED PLATE)
126	OIL FILTER
127	OIL FILTER HEAD (SPIN ON TYPE)
128	ASSY. STRAINER COMPLETE (BUS)
129	GASKET (STRAINER BOSS-OIL PUMP)
130	O RING (OIL FILTER HEAD-BLOCK)

131	THERMOSTAT ELEMENT
132	GASKET THERMOSTAT HOUSING
133	O-RING;THERMOSTAT
134	FAN BUS LONG SHAFT
135	STRETCH BELT-TRUCK AC LENGTH (GATES)
136	PRESSURE CAP ASSY
137	HOSE THERMOSTAT TO RADIATOR BUS
138	HOSE(COOLANT REMOTE FILLING LPO BUS)
139	HOSE TO CLOSE FILLER NECK PORT
140	HOSE(NLT TO FILLER NECK)
141	FUSE MIDI BOLTABLE 40A ISO8820
142	FUSE MINI BLADE 15A ISO8820
143	330 DIA CLUTCH DISC
144	ALTERNATOR
145	Fan Belt
146	Coolant Pump
147	Air Cleaner primary element
148	Air Cleaner secondary element
149	330 Dia diaphragm clutch cover assy
150	Clutch Release brg
151	UJ Cross
152	Centre brg Rubber
153	Centre Brg
154	Front shocker
155	Radiator
156	Hose clamp
157	Viscous fan clutch
158	Hose DAT to thermostate

BID-FORM

Supply and Trail Run of 27 Midi Buses (30+1 Seater) to Somalia.

1	Name of the bidder	
2	Address of Head Office	
3	Telephone	
4	Fax No.	
5	E-mail Address :	
6	Address of office in India	
7	Address for communication (if different)	
8	Legal Status	
9	Place & date of incorporation/establishment/ registration	
10	Total Number of permanent Employees	
11	Whether any part of the work is proposed to be sub contracted, if so, whether relevant details have been given in the offer	

Place: (Name & Signature of Authorized Representative)

Date:

Annexure-II

COMPLIANCE STATEMENT FOR TECHNICAL SPECIFICATIONS

Subject: Supply and Trail Run of 27 Midi Buses (30+1 Seater) to Somalia on CIF basis

Sl. No.	Parameters		Compliance (Yes/No)
1.0	Engine HP Sufficient to provide		
1.1	Acceleration – To attain bus speed of 0-30 km/h in seconds	≤ 10.5.	
1.2	Maximum speed (km/h)	Geared maximum speed without speed limiter to be minimum 75 km/h.	
1.3	Grade ability from stop at 1.5 GVW	17%	
1.4	Rated HP/torque preferably at lower rpm/rpm range	HP rating designed to provide rated torque of Minimum 400 Nm (under full load) preferably at lower range.	
1.5	Emission Norms	Euro III and above (Diesel available in Somalia is poor with high sulphur content. Fuel emission control system in the vehicles shall reduce NOx & CO emissions. The bidding company may decide the norms accordingly).	
1.6	Engine Operational requirements	Engine should be able to operate efficiently at ambient temperature of approximately 0° to 50° C, humidity level from 5% to 100%, and altitude levels of up to 200 meters, generally operating in the semi arid zone/ hilly region prevailing in the area.	
2.0	Speed limiting function (SLF):	Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit.	
3.0	Transmission	Manual- Synchromesh- forward speeds (minimum 5) & Constant Mesh on Reverse Gear	
4.0	Clutch	Dry, Single Plate, Power Assisted Operation	
5.0	Rear Axle	Single Reduction, Hypoid Gears, Full Floating Axle Shafts with optimal gear ratios	

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6.0	Front Axle	Heavy Duty Reverse Elliot Type Axle	
7.0	Steering System	Hydraulic Power Steering with <u>Left Hand Drive</u>	
8.0	Suspension System		
8.1	Front	Semi Elliptical Multi Leaf Spring with Hydraulic Double Acting Telescoping Type Shock Absorbers with Anti Roll Bars	
8.2	Rear		
9.0	Braking System	Dual circuit full air brakes with Anti Brake Locking System (ABS), preferably disc brake for front and drum at rear brakes. Graduated had controlled, spring actuated parking brakes acting on rear wheels. Braking system shall be compliant to the Braking requirements specified under Rule 96 of CMVR.	
10.0	Electrical System	24 Volt DC	
10.1	Batteries	Maintenance Free Lead Acid Batteries for 24 V System (2 x 12 V)	
10.2	Self Starter	24V	
10.3	Alternator	24V	
11.0	Tyres	Steel Radial Tube less. Size and performance as per CMVR	
12.0	Fuel Tank Capacity	160 Ltrs Minimum	
13.0	Bus Dimensions in mm		
13.1	Overall Length	≥7000 & ≤ 9400	
13.2	Overall Width	≤ 2600	
13.3	Overall Height (Unladen)	≤ 3800	
13.4	Wheel Base	≥4000 & ≤ 5000	
13.5	Front & Rear Overhang	As per CMVR	
13.6	Turning Circle Radius (mm)	As per CMVR	
13.7	Clearances (mm)	Axle Clearance – 190 Minimum, Ground clearance within the Wheel	

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		Base – 200 Minimum	
14.0	Passenger Doors		
14.1	Front	Front door position as per CMVR	
14.2	Rear	Preferably rear edge of gate 1500 mm ahead of centre line of rear axle or front edge of gate 1500 mm behind centre line of rear axle	
15.0	Maximum Step Height (mm)	400	
15.1	Maximum Height of other steps	250 mm (if door ahead of rear axle); 300 mm (if door behind rear axle)	
16.0	Emergency Door (Numbers, Dimensions etc.,)	As per AIS 052	
17.0	Bus Body (Including Construction materials, Floor Type, Safety Glasses & Fittings, Rear View Mirrors, Passenger Seats (layout, type & material), Gangway, drivers working space, Painting, Safety Requirements, Lightings, Fire Extinguishers, first Aid Box etc.,)	Selection of Structure, Material and other requirements such that the bus body shall meet the requirements as per AIS 052 & AIS 153 as well as CMVR.	
18.0	Seating Capacity	30+1 (High Back Semi-Executive Passenger Seats)	
19.0	Colour	Pastel Blue	
20.0	Additional Requirements	.Two Air passage /duct/roof latch with exhaust fans to be provided at suitable locations for proper inflow of air inside the saloon. .24V DC Brushless Fans shall be fitted on each row of seats on either sides in the passenger saloon. .The caption <i>“Gifted by the Government and the people of India to the friendly Government and People of Somalia”</i> to be inscribed or painted on the buses.	.
21.0	List of Spare parts for use of one year (for six services)	Available at Section VII of the Tender.	
22.0	Training Location	To be provided	

PROFORMA OF BANK GUARANTEE FOR BID SECURITY

Bank Guarantee No. -----

Ref:

To

The Ministry of External Affairs
Jawaharlal Nehru Bhawan
23-D, Janpath, New Delhi,
PIN-110011

Dear Sir(s),

Whereas the Ministry of External Affairs having its office at Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011 (hereinafter called the MEA) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India invited Tender No.-----and M/s

----- having Registered/head office at ----- (Hereinafter called the "Bidder" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a Bid Reference No. ----- and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs------(Rupees ----- Only) for the due performance of Bidder's obligations as contained in the tender Document supplied by the MEA specially the conditions that (a) Bidder shall keep his Bid open for a period of day i.e. from ----- to ----- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the MEA (b) the Bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the MEA within the required time. The Bidder has absolutely and unconditionally accepted these conditions. The MEA and the Bidder have agreed that Bid submitted by the Bidder is an offer made on the condition that the Bid, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the MEA for a period of -----days i.e. from ----- to ----- or any, extension thereof and that submission of the Bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the Tender document. They have further agreed that the contract consisting of Tender document and submission of the Bid as the acceptance shall be a separate contract distinct from the contract which will come into existence when the Bid is finally accepted by the MEA. The consideration for this separate initial contract preceding the main contract is that the MEA is not agreeable to sell the Tender documents to the Bidder and to consider the Bid to be made except on the condition that the Bid shall be kept open for the period indicated above and the Bidder desires to submit a Bid on this condition after entering into this separate initial contract with the MEA promises to consider the Bid on this condition and Bidder agrees to keep this Bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

2. Therefore, we ----- registered (indicate the name of Bank) under the laws of -----having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, adMidistrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs----- (Rupees----- only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the MEA on the bank shall be conclusive and binding notwithstanding any difference between the MEA and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the MEA in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the MEA at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.

4. The bank further agree that as between the bank and the MEA, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Documents as referred above given to the bank by the MEA shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of the MEA or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with the MEA that the MEA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the MEA or any indulgence shown by the MEA to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. ----- (Rupees ----- only) in aggregate and it shall remain in full force upto -----(225 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s ----- on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before -----(date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the MEA under this guarantee will cease. However, if such a claim has been received by us within and upto the said

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date/extended date, all right of the MEA under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Bidder furnished to the MEA a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the MEA by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the Ministry under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the MEA under this guarantee shall be valid and shall not cease until we have satisfied that claim,

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this
-----day of at _____ of-----at-----
of----- (month & year).

Signature
(Full name in capital Letters)
Designation with bank stamp

Witness No.1

Signature
(Full name and address in capital letters)

Witness No.2

Attorney as per power of attorney
No -----
Date -----

Signature
(Full name and address in capital letters)

Annexure-IV

Form of Performance guarantee / Bank guarantee bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement betweenand (hereinafter called "the said contractor(s)" for the work (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We(hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Government an amount not exceeding Rs (Rupees.....only) on demand by the Government.
 2. We do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government 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 an amount not exceeding Rs..... (Rupees.....only).
 3. We, the said Bank, further undertake to pay to the Government any money so demanded 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 thereunder, and the contractor(s) shall have no claim against us for making such payment.
 4. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
 5. We further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance 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 Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, 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 Government or any indulgence by the Government to the 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. Welastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.
 8. This Guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.
- Dated theday of..... For

(Indicate the name of the Bank)

Annexure-V

Declaration Letter

Date:

Tender No.:

To
DS (DPA- I)
Room no. 2115, Jawaharlal Bhawan,
23 D, Janpath, New Delhi

Dear Sir,

We[Bidder name] hereby declare that

- (i) we accept all terms and conditions in the tender document.
- (ii) performance Bank Guarantee of 10% of the order value will be submitted within 10 days in case MEA decides to place the purchase order.
- (iii) we are not under a declaration of ineligibility for corrupt and fraudulent practices.
- (iv) we have submitted genuine documents. If MEA find that any forged document submitted by us, MEA may terminate us and forfeit my EMD and take stringent action against us as per GoI guidelines.
- (v) we accept that all doubts, concerns or ambiguity in the tender document, if any, have been raised by us during the pre-bid conference; the same have been clarified through the pre bid minutes.
- (vi) if we raise any doubt, concerns, ambiguity issues, interpretation issues, after submission of the bid, Ministry may disqualify us from bidding process without prior notification & may also forfeit my EMD and I will accept the Ministry's decision.
- (vii) we accept that all clauses, sub clauses and annexure in the tender document are explicitly defined.
- (viii) we will accept Ministry's internal technical and financial evaluation procedure and will not interfere in the process after submission of the bid. We shall not deviate the bid process and not try to stall the process; if do so, MEA may take stringent action against us.
- (ix) we will follow all guideline mentioned in the tender documents.
- (x) we accept all points mentioned above, even if, I have not attended pre-bid conference.

Signature:

Seal: