

THIRUVALLUVAR UNIVERSITY

(A State University)

(Established by the Thiruvalluvar University Act 2002)

Serkadu, Vellore – 632 115.



Tender Document

Tender for Supply of Testing, Commissioning and
Maintenance of fully built diesel bus to University

SCHEDULE FOR INVITING SEALED TENDER UNDER **TWO COVER** SYSTEM IN RESPECT OF TESTING,
COMMISSIONING AND MAINTENANCE OF FULLY BUILT DIESEL BUS TO UNIVERSITY

Tender Reference	No. TVU/R/F4/Bus/Tender/2015
Price of Tender Document	Rs.6000+VAT@5%
EMD	Rs.20,000/- (Twenty thousand only).
Last Date & Time for submission of Tender along with DD for EMD	12..03.2015 3.00 PM
Place of Opening Tender Offers	Office of the Registrar Thiruvalluvar University, Serkkadu, Vellore-632115.
Address for Communication	The Registrar Thiruvalluvar University, Serkkadu, Vellore-632115.
Contact Telephone & Fax Numbers	Phone: 0416-2274747 Fax 0416 – 2274748. email- registrartvu@gmail.com

DETAILED TENDER SCHEDULE

Sr.No	Activities	Date & Time	
1.	Tender Release	25..02.2015	
2.	Tender document can be downloaded from university website www.thiruvalluvaruniversity.ac.in		
3.	Tender Closing	12.03.2015	3.00 PM
4.	Tender Opening – Technical Bid	12..3.2015	4.00 PM
5.	Tender Opening – Commercial Bid	12.03.2015	5.00 PM

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SECTION; I

NOTICE INVITING TENDER (NIT)

THIRUVALLUVAR UNIVERSITY, VELLORE

TENDER NOTICE

Thiruvalluvar University, Vellore invites Tender from manufacturers of fully built Diesel Bus for supply (including Design, Manufacture, supply, Testing & Commissioning) of 01 No Fully Built Bus as per technical specifications attached herewith in Annexure-1.

Eligibility Criteria:

1. The average annual turnover of the Bidder shall not be less than Rs.50 crores for each of the preceding 3 financial year's i.e. 2011-2012,2012-13, 2013-14.
2. The Bidder must be well established and must have a minimum of 5 years' experience of manufacturing and supply of Bus.

Submission of Bids:

The tenders must be submitted in two parts on or before **12.03.2015**. time 3.00.p.m. The technical /financial bid will be opened on **12.03.2015** at 4.00 p.m. **The detailed terms and conditions of the tender can be downloaded from the Thiruvalluvar University, Vellore. website: www.thiruvalluvaruniversity.ac.in**

The Competent Authority reserves all rights to reject / accept the tender without assigning any reason.

Section-II

In this Tender the following words (s), unless repugnant to the context or meaning thereof, shall have the meaning (s) assigned to them herein below:

1. **“Agreement”** means the document signed between the **Thiruvalluvar University, Vellore** and the successful bidder, the 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.
2. **”Bid”** means the proposals submitted by the Bidder(s) in response to this tender enquiry in accordance with the provisions, thereof including the Technical Bid and Financial Bid/proposal along with all other documents forming part and in support thereof.
3. **“Bidder”** means an organization engaged in manufacture and supply of complete Bus and who has submitted the bid for the supply of fully built Bus (including supply, testing & commissioning) with as per the terms, conditions, and technical specifications of this tender.
4. **“Bid Security”** shall have the meaning prescribed to it in Instructions to Bidders.
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 tender document.
6. **“Consignee”** means the person to whom the Bus are required to be delivered as per the “Letter of Acceptance” to be dispatched by rail, road or any other mode.
7. **“Contract”** means and includes **“ Letter of Acceptance”, ‘ Notice Inviting Tender ‘, Instructions to Bidders’, ‘General Conditions of Contract’, ‘Schedule of Requirements’, ‘Technical Specifications’, ‘ Price Schedule’, ‘Annexures’** and includes a Repeat order accepted or acted upon by the Contractor and a formal agreement , if executed.
8. **“Contractor” means** the organization with whom the contract for the supply is placed and shall be deemed to include the Contractor’s successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be.

9. **“Deadline for Submission of Bids”** shall mean the last date and time for receipt of Bids as set-forth in this tender document or such other date/time as may be decided by Panjab University, Chandigarh in its sole discretion and notified to the bidders by dissemination of requisite information in this regard.

10. **“Delivery of Bus”** shall be deemed to take place only if the Bus are delivered in accordance with the terms of the contract/agreement after approval by the Inspecting Officer if so provided in the Contract to

i) The Consignee at its premises/site

Or

ii) Where so provided, the interim consignee at its premises.

11. **“Effective date”** of the agreement shall mean the date on which the ‘Letter of Acceptance (LOA) shall be dispatched by the Purchaser:

12. **“Inspecting Officer”** means an official person(s), firm(s) or organization nominated by the Purchaser for the purpose of inspection of Bus or works under the agreement and includes its / their authorized representative.

13. **“Inspection means”** inspection of fully built Bus which may be carried out at the Contractor’s manufacturing premises before dispatch to the Purchaser and inspection **‘Provisional and final** of Bus to be carried out at Chandigarh.

14. **“Purchase/supply order”** means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.

15. **“Manufacturing Premises”** means the manufacturing works/premises of the Contractor at which the bus shall be manufactured.

16. **“Material”** means anything used in the manufacture or fabrication of the Bus.

17. **“Purchaser”** means Thiruvalluvar University, Serkadu, Vellore .or its authorized representatives

18. **“Period “** shall mean the entire term of the agreement.

19. **“Tender Document”** means this 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.
20. **“Services** “means services ancillary to the supply of the Bus such as transportation and insurance etc:
21. **“Site “** means the such place as may be specified at which any work is required to be executed by the Contractor under the agreement or any other place approved by the Purchaser for the purpose ;
22. 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 stage of this **Tender** and to whom a purchase/supply order is consequently issued by Thiruvalluvar University, Serkadu, Vellore
23. Any other term (s), not defined herein above but defined elsewhere in this Tender Document shall have the meaning(s) prescribed to such terms(s)therein and shall be deemed to have been included in this section.

SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)-

1. GENERAL

1.1 Thiruvalluvar University, Serkadu, Vellore.(hereinafter referred to as the Purchaser) **invites tender** in Two Bid System for Bus (supply, testing, commissioning & maintenance) as per “Schedule of Requirements “and ‘Technical specifications’ (including standard warranty period offered by the bus manufacturer) conforming to Bharat Stage- IV standards, from established and reliable manufacturers having at least 5 years’ experience in manufacturing of fully built Bus by the years ending on 31.03.2014.

1.2 The bidder shall agree in respect of each bus a standard warranty period offered by the Bus Manufacturer to ensure trouble free services, supply of components and proper maintenance of Bus. The bidders are required to quote comprehensive AMC for consumables, spares/body parts and for carrying out repairs including limited accidental repairs. Under AMC the accidental repair will be limited to bus body and mechanical repair with expected value of repairs of each vehicle not exceeding Rs. 20,000/- per case of accident. 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 (including supply of consumables / replacement & fitment of spare parts / body parts / aggregates / assemblies / sub assemblies etc. **including, tyres, tubes, flaps and batteries** during warranty / post warranty period) for maintenance of the Bus till 3,50,000 kilometers or 5 years whichever is later.

1.3 Complete bid in the prescribed format should be submitted on or before the time and date fixed for submission of bid.

1.4 Traders, Agents, Brokers and middlemen are not eligible for participation in the bid in any way.

1.5 The Cost of the Tender documents is Rs.6000 + 5%VAT interested contractors / bidders will have to make payment by means of Demand Draft for Rs.**6000**/- towards the cost of Tender document drawn – in favour of **Registrar, Thiruvalluvar University, Vellore** and DD for Rs **300**/- towards VAT drawn - in favour of **Assistant Commercial Tax Officer, Commercial Tax (CT) Vellore.**

2. ELIGIBILITY CRITERIA-

2.1 The bidder eligible for participating in the bid process shall be an Indian Company incorporated under the provisions of Indian Companies Act, 1956 or a foreign company, incorporated under relevant Act. 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 and supply of fully built Bus with experience for this same for the last three years ending on 31.03.2014.

2.3 Further, the bidder shall have an annual gross turnover of more than Rs. 50 Crores (or in equivalent foreign currency) during the each of the last three financial years. Bidders shall have to furnish certificate to this effect from the Chartered Accountant.

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

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

NOTE:- Supporting documents w.r.t. all the above shall have to be provided with Technical bid documents.

3. COST OF DOCUMENT

3.1 The tender documents can be downloaded from the official **website** www.thiruvalluvaruniversity.ac.in. The tender documents can be downloaded free of cost, however, the tender fee of Rs- 6000/-(Rs. Six thousand only) (non-refundable) against the tender documents, has to be paid by the bidder in the form of Demand Draft, payable to 'Registrar, Thiruvalluvar University, Serkadu, Vellore. with the bid.

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. EXAMINATION OF TENDER DOCUMENT BY BIDDER:- 5.1 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. Failure to comply with the requirement(s) of Tender document will be at the bidder's own risk & responsibility.

6. LANGUAGE OF BID:- 6.1 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.

7. COMPLIANCE WITH TECHNICAL SPECIFICATIONS

7.1 The Bus required against this bid shall confirm to the Technical Specifications of the Tender Document. **(Refer Section-VII)**. Bidder has to clarify in the each parameter of the specifications about its product, whether the offered model / product is meeting out the requisite specifications or not. If not meeting out the requisite specifications, the bidder has to indicate their specification of that parameter.

7.2 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), the Chandigarh Motor Vehicle Rules, 1990 along with any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery.

8. FACILITIES FOR ANNUAL MAINTENANCE CONTRACT:- 8.1 The Bidder shall have Workshop facilities in Vellore to provide annual maintenance contract of the Bus during a minimum period of 5 years or 3,50,000 KMs, whichever is later including standard warranty period by bus manufacturer.

8.2 After the successful supply and commissioning of the Bus, the bidder shall provide maintenance and after sales service support for trouble free service on single point responsibility basis during a minimum period of 5 years or 3,50,000 KMs whichever is later.

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

8.4 A separate document for offering AMC with terms and conditions is at **Section VII**.

8.5 Bidder has to study the same and arrange his acceptance with the rates.

9. DOCUMENTS / ITEMS COMPRISING THE BID :- 9.1 The proposal shall be submitted by the

- (i) Technical bid shall be submitted along with EMD and all other documents as well as technical and commercial information required in accordance with the Tender document.
- (ii) Financial Bid shall consist of only Price Schedule in the prescribed formats as per section-VIII.

10. EARNEST MONEY DEPOSIT (EMD) - The Bidder shall furnish "Earnest Money Deposit" (EMD) of Rs. **20,000.** (Rs. Twenty thousand only), w.r.t bid for AC Bus as part of his Bid. The EMD shall be sealed in a separate sealed envelope super scribed "Earnest Money Deposit " for Bid due on 12.03.2015. **up to 3.00 pm.** for Bus to be deposited. The Earnest Money Demand (EMD) should be in the form of " Account payee Demand Draft" payable in favour of **The Registrar Thiruvalluvar University, Serkadu, Vellore.** payable at Vellore.

10.1 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.

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

10.3 The 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. The decision of Purchaser in this respect shall be final and binding.

10.4 At the time of execute Agreement security Deposit 5% of estimated value has to be remitted as per University norms.

11. DISCHARGE OF EMD OF UNSUCCESSFUL BIDDERS(S):- 11.1 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.

12. DISCHARGE OF EMD OF SUCCESSFUL BIDDER(S):- 12.1 The bid security of the Successful Bidder(s) shall be discharged only after the Successful Bidder(s) furnishes the Contract Performance Security as required.

12.2 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 this Document.

13. PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS:

13.1 Financial bid/proposal should be as per the format. **(Section-VIII).**

13.2 The price for the bus shall include a complete break-up showing the basic price, excise duty, other levies, sales tax, packing charges, forwarding charges, freight and insurance charges and other charges, if any, shall also be given. 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 contract, the same will be payable at actual to the bidder subject to the delivery is arranged within the agreed delivery schedule.

13.3 The Bidders should quote their lowest possible prices. The price quoted shall be firm and not subject to any upward variation except for the variation in statutory levies & duties.

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

14. INSURANCE:- On acceptance of Bus by the Purchaser, third party insurance will be arranged by the Purchaser at its own cost. However, the Contractor will be required to arrange insurance of Bus till the same are delivered to and accepted by the Purchaser.

15. BID VALIDITY :-15.1 The bid shall remain valid and open for acceptance for a period of 120 days from the specified date of bid opening of financial bid.

15.2 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.

16. FORMAT AND SIGNING OF BID :- 16.1 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.

16.2 The bid/bids shall contain no interlineations, or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the bid.

16.3 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.

17. TWO BID SYSTEM:- 17.1 (i) Technical bid shall consist of the Performa of submission of Bid with EMD, Performance Statement, technical details and all other documents as well as the technical and commercial information required in accordance with the tender document.

(ii) Financial Bid shall contain only the price schedule and AMC rates in the prescribed format, as per **Section-VIII (A.C Bus)** of the Tender document.

18. MODIFICATION AND WITHDRAWAL OF BIDS :- The Bidder has the discretion to modify or withdraw his bid after submission but before the last date and time fixed for submission of the bids.

19. BID OPENING:- 19.1 The Technical Bids of all the Bidders will be opened 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.

20. CLARIFICATION OF BIDS:- 20.1 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.

20.2 The Purchaser reserves the right to inspect / visit the premises of manufacturing facilities of the Bidder to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of the bids. The Purchaser also reserves the right to visit the State Transport Authorities / Institutions where the bidder has supplied the similar type of Bus to take feedback of the Bus supplied. The feedback so obtain on visiting the manufacturer's facilities and operating Institutions 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.

21. DETERMINATION OF RESPONSIVENESS

21.1 The Purchaser will determine whether each bid is responsive to the requirements of the bid documents.

21.2 A responsive bid is one which conforms to all the terms & conditions and specifications of the Bid Documents without any material deviation or reservation. The bidder shall have to clearly specify the deviation, if any. "Deviation" may include exceptions exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A material deviation or reservation is one which effects in any way the scope, quality, performance or administration of the contract by the Bidder, or which limits in any way, inconsistent with the Bid Documents the purchase rights or the Bidder's obligations under the contract, and the rectification of which would affect unfairly the competitive position of other Bidders presenting responsive Bids at reasonable prices.

21.3 If a Bid is not responsive to the requirements of the Bid Documents it will be liable to be rejected by the Purchaser. The decision of the Purchaser in this respect will be final and binding on the bidder.

22. EVALUATION AND COMPARISON OF BIDS

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

22.2 The Bidders are required to provide all technical details, as these are required for evaluation purpose as per this tender document. Bids received without full & complete specification and drawings are liable to be rejected. The Purchaser shall go through and evaluate the Technical bids and advise accordingly only those Bidders whose bids shall be found responsive to the requirements of the Bid Document, Financial Bids of only such Bidders will be opened at the time & date to be notified later to individual successful Bidders (successful in technical bid). The price/financial bids of other Bidders, who do not qualify as a result of Technical evaluation, shall not be opened.

22.3 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.

23. AWARD OF CONTRACT: AWARD CRITERIA:-Subject to the above, the Purchaser will consider the Bidder whose Bid has been determined to be responsive, complete and in accordance with the tender document and whose offer on evaluation has been determined to be the lowest acceptable offer.

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

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

25. 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**')/supply order shall have in detail the sum which the Purchaser will pay to the Contractor.

26. SIGNING AND ACCEPTANCE OF 'LETTER OF ACCEPTANCE'

26.1 Upon receipt of the '**Letter of Acceptance**'/supply order, the successful Bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorized signatory within 7 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.

26.2 Upon return of '**Letter of Acceptance**'/supply order from the successful Bidder, Contract in accordance with the Tender Document, shall have to be signed by both the parties.

27. PERFORMANCE SECURITY:- The successful Bidder shall furnish to the Purchaser a Performance Security for an amount equivalent to 10% of the total Contract value (excluding AMC rates) as per **Section-IX** alongwith accepted supply order.

28. CORRUPT PRACTICES

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

SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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 may be.

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 Contractor 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 Contractor/Bidder without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor/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 Bus 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.

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 Contractor/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 Purchaser for interpretation / application would be final and binding.

2.5 The Contractor/Bidder shall be absolutely liable for the technical design and manufacture of the bus as per the design and final drawings approved by the Purchaser. It shall not be open to the Contractor/Bidder to contend at a later stage that a particular change / deviation in the technical parameters / drawings is not compatible with the overall design of the bus or affects performance. Any losses, whatsoever, which are occasioned on account of the design / technical failure of the bus, shall be borne by the Contractor/Bidder.

3. CONTRACT

3.1 The contract shall be for supply (including testing & commissioning) 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.**

3.2 The whole contract is to be executed in the approved, substantial and workman like manner, to the entire satisfaction of the Purchaser. Purchaser shall have full power, at every stage of progress, Bus at any times as he may deem fit and to advise for rectifications, if any and even to reject any of the Bus / item, which he may disapprove, and his decision thereon, and on

any question of the true intent and meaning of the specifications shall be final and conclusive.

4. PERFORMANCE SECURITY

4.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a Bank Guarantee in the Performa prescribed in the tender document along with the acceptance of supply order, for an amount equivalent to 10% of the value of the contract (excluding AMC estimated value) in Indian Rupees.

4.2 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 Contractor/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.

4.3 The Bank Guarantee shall 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 Contractor fails to deliver any or all of the Bus 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 per estimated liquidated damages as follows:

5.2 @ 0.50% (Zero point five per cent) of the total value of the Bus (inclusive of duties & taxes) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof upto 2 weeks of delay, and

5.3 @ 1.00%(one per cent) of the total value of the Bus (inclusive of duties & taxes) which the Contractor 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 more than 2 (two) weeks and

Example: In case delay period is 16 days, then pre-estimated Liquidated damages shall be worked.

@ 1.00% for delay of each week or part there of which came out to be @3%.

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 **15 days** sent to the Contractor/Bidder, terminate the contract in whole or in part:

a. If the Contractor/Bidder fails to deliver any or all of the Bus 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 Contractor/Bidder fails to perform any other obligation (s) under the contract.
- c. The firm/Bidder will liable to be blacklisted 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 of facts.
 - 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 event rendering 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 Contractor/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 Bus shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of Bus or completing balance portion of work for setting indigenous production facilities for the Bus.

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 Contractor/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 Bus is to be completed within the contracted delivery schedule of 30 days (one month) from the date of issue of confirm supply/Purchase Order. If the Contractor/Bidder fails to complete the supplies within contracted delivery period of 30 days, the Purchaser shall take actions as per General Conditions of Contract.

8.2 The Contractor/Bidder shall, as may be required by the Purchaser, deliver at the place detailed in the contract, or purchase order the quantities of the Bus detailed therein. The Bus shall be delivered not later than the dates specified in the contract/purchase order otherwise penalties would be imposed as per penalty clause.

8.3 The Contractor/Bidder shall commission the Bus within 7 days of receipt of Bus at the consignee's end. If the Contractor fails to commission the Bus during aforesaid period, the Purchaser shall take action as per General Conditions of Contract.

8.4 Notwithstanding any inspection and approval by the Inspection Officer, ownership of the Bus shall not pass on to the Purchaser until the Bus have been received at the destination i.e. at Thiruvalluvar University, Serkadu, Vellore.

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

8.6 The Contractor/Bidder shall give call for pre-dispatch inspection of the Bus at least 7 days from the estimated date of dispatch, failing which Purchaser shall not be liable for delay in inspection and supplies of Bus.

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

8.8 The Contractor/Bidder shall allow reasonable facilities and the free access to his works and records to the Inspection Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

8.9 A failure or delay by the Contractor/Bidder in the performance of his obligations for delivery and commissioning of Bus, the Purchaser at his discretion may take any one or all of the following actions :

- a) Terminate the Contract for unsupplied quantity, and/or
- b) Forfeit the Performance Guarantee: and/or
- c) Effect purchases at the Bidder's risk and cost for the unsupplied quantity as per clause 9.2 herein after, and/or

d) Extend the delivery period for the unsupplied/non- commissioned quantity with imposition of pre estimated liquidated damages.

8.10 If at any time during performance of the Contract, the Contractor/Bidder should encounter conditions beyond his control impeding timely delivery of the Bus, the Contractor/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 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. .

9. LAWS GOVERNING THE CONTRACT

9.1 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made in Chandigarh 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 Bus.

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 here below.

b. Either Party may require the Dispute to be referred to The Registrar, Thiruvalluvar University, Serkadu, Vellore.f or amicable settlement. Upon such reference, both the Parties and the Vice-Chancellor or his nominee shall meet at the earliest mutual convenience and in any event within 7 (seven) days

of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 7 (seven) 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.

(b) Place of Arbitration

The place of arbitration shall be Chandigarh.

(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. The parties hereto hereby waive, to the extent permitted by Law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties here to agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(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 arbitrators. The arbitrators 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 their 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 Contractor/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 Bus at the risk and cost of the Contractor/Bidder, as applicable.

12. WARRANTY

12.1 The Contractor/Bidder will be responsible for any defect or failure of Bus or equipment provided in these Bus due to defective design, material or workmanship, for operation of Bus as per standard warranty offered by the bus manufacturer applicable for each bus.

12.2 The Contractor/Bidder will ensure to supply the spare parts during the warranty/post warranty period and till the life cycle of the Bus.

13. INSPECTION OF BUS AT DESTINATION STATION

13.1 On receipt of the Bus at the place of delivery, the Bus shall be jointly inspected by the Contractor/Bidder and the Purchaser for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, occurred during the transportation of the Bus to the destination, if any shall be noted and the Contractor/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 manufacturing unit before the dispatch of each bus and the Bus should be dispatched to the destination on obtaining satisfactory Inspection report from the Purchaser.

14. REMOVAL OF REJECTED BUS

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 Contractor/Bidder, such Bus shall be removed by the Contractor/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) Payment on delivery of Bus : 90% of the total value of the order at time of delivery of the vehicles.
- b) Final payment: 10% of the total value of the supply order after the satisfactory inspection report.

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 Bus free of cost.

17. TRAINING

The Contractor/Bidder shall arrange orientation training for drivers at Chandigarh for 5 working days before the actual commission of the Bus.

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. WARRANTY -- 19.1 The Contractor/Bidder will be responsible for any defect or failure of Bus or equipment provided in these Bus 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, Chandigarh. The rectification / replacement of failed components / equipment will have to be undertaken by the Contractor/Bidder free of charge. The Contractor/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 Contractor/Bidder.

20. FALL CLAUSE—

In case, during the currency of the Contract, the Contractor offers to supply/supplies the Bus and/or offers to maintain/maintains (Annual Maintenance Contract), the Bus conforming to the same specification as in the present contract to any State or Central Govt. Department, State Transport Undertaking. Central or State Undertaking at rates lower than the rates accepted against the present contract, such lower rates shall also be made applicable to all the Bus supplied to the Purchaser in the present contract and payment shall be deducted /adjusted accordingly.

SECTION V

SCHEDULE OF REQUIREMENTS (SOR)

Item No.	Description of Work	Tendered Quantity (in no)	Period of supply of Bus	Consignee	Earnest Money Deposit (EMD)
1.	Design, Manufacturer, supply, Testing, commissioning and Maintenance of Fully Built Bus.	01 No	30 days from the date of issue of Letter of Acceptance	Registrar, Thiruvalluvar University Serkadu, Vellore	Indian Rupees 20,000/-

Section-VI

TECHNICAL SPECIFICATIONS FOR TYPE OF BUS

Engine	: H4CTI BS 3
Max Power	: 88kw(120)@2400rpm
Max Torque	: 400Nm@1600rpm
Clutch dia, actuation	: 330dia,Hydraulic Clutch actuation with booster
Transmission	: ZFS5 36 (Synchromesh Gear Box)
Front angle	: I section reverse –Elliot type
Rear Axle	: Fully floating sinle reduction hypoid axle
Rear Axle Ratio	: 5.57
Suspension (Front &Rear)	: Fr & Rr –Shackle Suspension with shock absorbers.
Steering	: Integral Power Steering
Brakes	: Dual circuit ,full air S Cam brake system
Electricals	: 12V,120Amp.Hr,65Amps
Tyres(Nylon)	; 8.25x20-14/16PR
Fuel Tank(Ltrs)	; 165
Nomenclature(ALFBV)	6/1
Dimensions	
Wheel Base, mm	: 4900 ⁺
Overall Length, mm	: 9300
Overall Wideth, mm	; 2550
Overall Height, mm	: 3100
Turning CircleDia(m)	: 19.9
GVW,(Tonnes)	: 11

Entry+Steps,Floor Height (mm) : E+3,1050
Seating : 49
Capacity,Excl.Driver(Nos.)
Seating (Pitch &Gangway width : 710/440(with standard seats)
mm)

Salient Features

- : High Safety standards:
Rollover protection confirming
bus
- : 3x2 seating layout with
maximum gangway space
(440mm)
- : Proven aggregates for higher
product life cycles

+ Lynx 4900 WB model available in BS IV

Section-VII

Technical specifications for AMC

ANNUAL MAINTENANCE CONTRACT

1. The Bidder shall have workshop facilities in Vellore comprising to provide annual maintenance contract of the Bus during a minimum period of 5 years or 3,50,000 KMs, whichever is later including standard warranty period by bus manufacturer.
2. After the successful supply and commissioning of the Bus, the bidder shall provide maintenance and after sales service support for trouble free service on single point responsibility basis during a minimum period of 5 years or 3,50,000 KMs whichever is later.
3. The Contractor shall be required to submit their comprehensive AMC offer for maintenance of bus up to 5 years or 3,50,000 KMs whichever is later for complete bus system inclusive of consumables, spare-parts, replacement of assemblies/subassemblies, systems etc. taking into account preventive/docking maintenance, normal wear & tear, major repairs/over hauling and break downs as well as limited accidental repairs (mechanical & body) up to 25,000/-, broken lights, repairing of lighting system and routine body repairs etc, inclusive of labour cost to ensure 95% availability on daily basis during AMC period. The Contractor shall be responsible for carrying out repairs and servicing etc. for complete Bus (including supply of consumables, replacement & fitment of spare-parts/body-parts/ aggregates/assemblies/subassemblies etc) including tyres, tubes, flaps and batteries till 5 years or 3,50,000 KMs whichever is later.
4. Each bus shall be under standard warranty offered by the bus manufacturer. Under AMC, during warranty period, the Contractor shall charge for providing comprehensive maintenance of the Bus, excluding servicing/spares-parts/ consumables/labour cost etc covered in warranty.
5. Minimum reasonable & justifiable rates including all taxes along with service taxes, if any on per Km. basis in following slabs shall have to be quoted for the Bus for Annual Maintenance Contract (on account of comprehensive labour and consumables):-

Section-VIII

Part-A

Format for Financial Bid/proposal for 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:-

Name of Work: Tender for the purchase fully built Bus						
Contact No:						
Name of the Bidder:-						
SECHEDULE OF WORK						
Sr. No.	Description	No. of Qty.	Unit	Rate of bus		Taxes if any may noted separately Rs
				Figures Rs	Words Rs	
1.	Purchase of fully built Bus as per the Tender Specification noted in Section – II (Rate per Bus all taxes and Govt. levies should be separately)	01	No			

NOTES:-

1. Bid shall be submitted in two bids system and 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 above quoted price.
3. The University reserve the right to finalize the tender without considering the quotes for AMC as required under part 'B' of this section.

Signature with seal of the Bidder

Part-B

Format for Financial Bid/proposal for AMC

Annual Maintenance Cost

Tender Inviting Authority: Registrar Thiruvalluvar University, Serkadu,Vellore.				
Name of Work: Tender for AMC of fully built A.C Bus				
Contract No:				
Name of the Bidder:-				
SCHEDULE OF WORK				
Sr. No.	Description	Rate of AMC of bus in Rs.		Total Amount in Rs.
		Figures	Words	
1	Annual Maintenance Contract of one fully built diesel Bus (Per K.M. per Bus Rate Inclusive of service tax, VAT and other Government levies, If any)			
2	0 - 75,000			
3	75,001 - 1,50,000			
4	1,50,001 - 2,20,000			
5	2,20,001-2,90,000			
6	2,90,0001- 3,50,000			

Signature with seal of the Bidder

Section-IX

Perfoma for Performance Guarantee

We _____ (hereinafter called the Bank) at the request of the Supplier do as primary obligor and not merely as surety, hereby irrevocably and absolutely undertake against any loss or damage caused or suffered by **Registrar Thiruvalluvar University, Serkadu, Vellore.** Called Purchaser) by reason of any failure of the Supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the Purchaser in the terms of the contract.

We the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused or would be caused to the Purchaser by reason of any breach by the Supplier of any terms and conditions or by reason of the supplier failure or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee which shall not be considered as satisfied by any intermediate payment or satisfaction of any part or of obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding 10% of the total value of the contract.

We the Bank undertake to pay the Purchaser the amount so demanded by the Purchaser notwithstanding any dispute or difference between the Purchaser and the Supplier or any other person or unenforceability of the contract.

We the Bank further agree that the guarantee herein contain shall be continued and remain in full force during the period that would be taken for the performance of the said contract and till all the dues of the Purchaser under the contract have been fully paid and its claims satisfied for which the Purchaser shall issue due certificate.

We the Bank agree and undertake that any claim which the Bank may have against the Supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior consent of the Purchaser exercise any legal right or remedies of any kind in respect of any such payment or performance so long as the obligation of the Bank hereunder stands, regardless of the insolvency or bankruptcy of the Supplier.

This guarantee will not be disrupted due to the change in the constitution of the Bank or the Supplier. We the Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The dispute relating to this Bank Guarantee shall be resolved as per the terms and conditions of the contract.

Signature and Seal of the Bank

SECTION-X- AGREEMENT

(To be executed by the Firms for the supply of fully built Bus)

We, M/S _____ (hereinafter referred to as “Supplier” hereby contract and agree on the acceptance of our Tender by Thiruvalluvar University (hereinafter referred to as “purchaser”) in accordance with the conditions of contract stated below, the fully built Bus hereunder named of the quality and of the sort and at the rate of price specified in the purchase order as Section- VIII.

CONDITIONS OF CONTRACT

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force during the warranty period and a total of TWO year including the warranty period covering the annual maintenance. But in the event of any breach of agreement at any time on the part of the supplier, the contract shall be determinable by the purchaser without compensation to the supplier. The contract may also be put to an end at any time by the purchaser upon giving seven days notice to the supplier.
2. The supplier agrees to supply, install and commission the equipment detailed at tender schedule after carrying out successfully all the _____ tests prescribed by the purchaser at all inclusive price of Rs. _____ to the _____ before the specified date. The price offered is firm and is not subject to enhancement on any ground.
3. The price of fully built Bus as detailed at Annexure includes excise duty, surcharges, sales tax, freight, octroi, insurance, installation and commissioning and such other levies that may be applicable.
4. The fully built Bus to be supplied under this contract are to be of the quality and of the sort mentioned in the purchase order at tender schedule.
5. The fully built Bus to be delivered at the purchaser without any extra cost in such quantities or numbers contained in the purchase order enclosed as tender schedule to this contract. Any amendments to the orders in terms of quantity or delivery period etc. may be incorporated on a mutually agreed basis.
6. Documents such as operation manuals and circuit diagram and other relevant materials shall be provided by the Supplier along with equipment free of cost.
7. The fully built Bus sold under the agreement shall not be taken back. However, any replacement necessitated as part of warranty commitment shall be carried out by the Supplier and faulty parts / materials that arise out of such replacement shall be taken back by the Supplier within a reasonable time.
8. In case of failure by the supplier to deliver fully built Bus demanded from them within the period specified for delivery or in case of fully built Bus delivered by them not being of the stipulated quality and specification or in the case of fully built Bus being delivered without a correct invoice in duplicate the Registrar or any one duly authorized by him shall have power to reject any such fully built Bus so rejected or not delivered unless the Supplier shall themselves forthwith supply other that shall be sufficient and satisfactory and any excess of cost so incurred by the Purchase over the contract price together with all charges and expenses attending the purchase shall be recoverable by the purchaser.

9. Penalty will be levied at the rate of one percent per week on the total contract price if the delivery has not been completed in full within stipulated period, subject to force major conditions in force, Besides, such performance may entail block listing of the supplier.
10. (a) The materials or goods are to be guaranteed for a period of months after installation and commissioning, against any manufacturing defect and poor workmanship. The warranty and after carrying out successfully the tests prescribed by the (Purchaser) and fully built Bus working condition.
(b) If any manufacturing or other technical defect is found within ----- months from the date of supply, commissioning and handing over the fully built Bus to the University the same will have to be rectified or replaced at free of cost by the Supplier.
(c) During the warranty period, the supplier agrees to arrange for a back up fully built Bus at their cost, if due to manufacturing and other technical defects of the fully built Bus supplied, the fully built Bus is down and if it is not restored in working condition within 48 hours. Otherwise the supplier shall be liable for a penalty of 1% of the break down period on the total contract price.
(d) The warranty will cover all the materials goods supplied by the supplier under this contract irrespective of the fact whether these have been manufactured by Suppliers or not.
12. The post warranty AMC is payable once in a year after the date of completion of the warranty period in Installment against invoices/bills to be preferred by the vendor. The vendor agrees to provide comprehensive maintenance of the fully built Bus, which shall include preventive maintenance and corrective maintenance at the location specified by the University. The maintenance shall also include replacement of all parts including consumables. The fully built Bus which is down should be restored in good working conditions within 48 hours. Otherwise, the supplier shall be liable for penalty of 1% per week of the breakdown period on the total price of the Equipment. The University reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.
13. The total cost of the fully built Bus will be paid on handing over of the fully built Bus after testing and fulfilling the technical specifications. The testing that should be carried out, the commissioning of the Equipment supplied, and the satisfactory working of the fully built Bus are to be certified by the University.
14. The Supplier hereby agrees to get the refund of incentive, excise duty and proportionate Sales Tax from concerned authorities and pass it on to the purchaser, if the Government or any other agency reduces the Excise Duty or Sales Tax or gives incentive of any type retrospectively after supplying the equipment, failing which action will be taken to recover the balance amount from the Supplier under the revenue recovery act or any other relevant act.
15. The supplier shall undertake to train adequate number of persons from the University free of cost on the operation and use of fully built Bus and utilities as per the training schedule to be worked out by mutual agreement.
16. The contract or any part share of interest in it, is not to be transferred or assigned by the Supplier directly or indirectly to any person whomsoever without the written consent of the Purchaser.

17. Neither the Buyer nor the Seller shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
- (a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - (b) Acts of any Government authority domestic or foreign including by not limited to war declared, or undeclared, priorities and; quarantine restrictions.
 - (c) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
18. The tender notice dated _____ is enclosed along with the enclosures. The detailed final offer of the Supplier and the purchase order at Section VIII respectively will form part of this contract. Wherever the offer conditions furnished by the supplier are at variance with conditions of the contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Supplier.
19. Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Supplier to the purchaser at their respective addresses and self forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.
20. Any notice to the Supplier shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
21. In case of any dispute the matter will be referred to an Arbitrator under “Arbitration and Conciliation Act 1996” The arbitration shall be held in Vellore only and the court at Vellore only shall have jurisdiction in relation thereto.
22. The Supplier agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the Supplier shall pay as penalty an amount equivalent to 10 (ten) percent of total value of contract or an amount equal to the actual loss incurred by the University whichever is greater.
23. Liquidated damages for supply performance- The successful Tenderer shall supply the bus(standard) as per the delivery schedule given by University. If the buses are not supplied as per supply schedule given by University. Liquidated damages will be realized from the supplier at the rate of 0.5% of the cost of item per week for each week or part thereof, up to a maximum deduction of 10% of the prices and there after the University will consider the termination of the purchase at the risk and cost of the contractor, as per the University norms.
24. The EMD will not carry any interest. The EMD will be forfeited if the successful Tenderer fail to execute agreement and furnish Security deposit, or in the event of withdrawal of offer once made or in the event of putting forth any other conditions in their favour along with their offer. The EMD amount will be adjusted in the security deposit in case of successful Tenderer.
25. The Successful Tenderer shall have to execute an agreement within 15 days from the date of acceptance of Tenderer, incorporating the Terms & Conditions of Tender.

26. Successful Tenderers will have to execute an agreement in the prescribed form in Rs.100/- INDIAN STAMP PAPER after furnishing the Security deposit 5% of estimated value as per University norms for due fulfillment of the purchase. The security Deposit can be remitted in the form of Demand Draft from any Nationalized Bank drawn in favour of "The Registrar, Thiruvalluvar University, Serkladu, Vellore. Security Deposit will be returned without interest only after satisfactory completion of the purchase in all aspects. If the bidders are not willing to execute the agreement and security deposit, their offer will not be considered.

27. Warranty Conditions. The Chassis offered should have a minimum warranty of 3 years or 1Lakh kms, whichever is later from the date of registration of the vehicle. Any premature failure of aggregates and accessories of the chassis within the warranty period shall be attended free of cost within 3 days of intimation from the workshop. If the warranty attentions are not done in the above stipulated time and consequently University sustains any loss on account of this, such losses will be realized from the security deposit at the rate of Rs.1000/- per day per bus for the delay, which exceeds 3 days in the event reason for the delay is not justified and convinced to University. If the security deposit is not sufficient to meet this, the same will be realized from any other payment due to them or legal steps will be initiated against the Tenderer, including revenue recovery.

28. GENERAL INSTRUCTIONS TO BIDDERS

I. Tender shall be made in English

II. The rates quoted should be for door delivery at University Campus, Serkadu, Vellore. Tenders received after the due date time will not be considered.

III. The bidder shall seek clarification from the Registrar, Thiruvalluvar University, Serkadu, Vellore

29. The delivery of bus should be made within 1 month from the date of order.

30. No enhancement of rate once accepted will be considered

31. Details of warranty offered by the supplier should be specified clearly

32. Reference of previous supply, ISI specification, if any is to be noted clearly. Details of warranty offered by the supplier should also be specified clearly.

33. The wax sealed cover containing one DD (towards EMD & tender form) and 2 sealed covers (1. Prequalification bid/Technical bid cover, 2. Financial bid/Price bid cover) should be superscripted as "**TENDER FOR STANDARD BUS**". The tenderer shall be responsible and the Tender inviting Authority shall not be responsible for accidental tender documents before the time appointed for tender opening.

For and on behalf of

PURCHASER

SUPPLIER

Witnesses:

1.

2.