

PANJAB UNIVERSITY, CHANDIGARH

TENDER DOCUMENT

**FOR SUPPLY OF FULLY
BUILT AC- DIESEL Buses**

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SECTION; I

NOTICE INVITING TENDER (NIT)-

PANAJB UNIVERSITY, CHANDIGARH

SHORT TENDER NOTICE

Panjab University, Chandigarh invites Tender from manufacturers of fully built Diesel Buses for supply (including Design, Manufacture, supply, Testing & Commissioning) for 02 Fully Built AC Diesel Buses 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. 2010-11, 2011-12 & 2012-13.
2. The Bidder must be well established and must have minimum 3 years' experience of manufacturing and supply of buses.

Submission of Bids:

The tender document can be downloaded from P.U official website www.puchd.ac.in as per clause 3.1 of this document. The bidders may also apply for issue of tender document from the O/o Assistant Registrar(R&S) Panjab University (Stationery Store) on or before 16:00 hrs on 15-10-2013. The tender must be submitted in two parts i.e Technical bid and Financial bid. Last date and time for submission of bid is 11:00 A.M 17-10-2013. Date and time of opening of technical bid is 2:30 P.M 17-10-2013 followed by opening of financial bid at 4:30 P.M.

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 Panjab University, Chandigarh 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 Buses and who has submitted the bid for the supply of fully built buses (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 buses 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 Buses”** shall be deemed to take place only if the buses 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 buses or works under the agreement and includes its / their authorized representative.

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

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

17. **“Purchaser”** means Panjab University, Chandigarh 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 buses 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 **Panjab University, Chandigarh.**

23. **“ Works** “ means all the works specified or set forth and required in and by the said ‘ Technical Specifications’, ‘General Conditions of Contract ‘, ‘Drawings’ and ‘ Schedule of Requirements’, ‘ Bid Forms, Annexures and other Formats‘ hereto annexed or 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.

24. 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 Panjab University, Chandigarh (hereinafter referred to as the Purchaser) **invites tender** in Two Bid System for buses (supply, testing, commissioning & maintenance) as per “Schedule of Requirements “and ‘Technical specifications’ (including standard warranty period offered by the bus manufacturer) conforming to at least Bharat Stage- III standards or better, from established and reliable manufacturers having at least 3 years’ experience in manufacturing of fully built buses by the years ending on 31.03.2013.

1.2 The bidder shall agree in respect of each bus a standard warranty period offered by the Bus Manufacturer to ensure trouble free services, supply of components and proper maintenance of buses. 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. 25,000/- 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 buses 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.

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 buses with experience for this same for the last three years ending on 31.03.2013.

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.puchd.ac.in. The tender documents can be downloaded free of cost, however, the tender fee of Rs- 1000/- (Rs. one thousand only) (non-refundable) against the tender documents, has to be paid by the bidder in the form of Demand Draft, payable to 'Registrar, Panjab University, Chandigarh 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 buses required against this bid shall conform 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 Chandigarh/ Tricity comprising Chandigarh Panchkula & Mohali to provide annual maintenance contract of the buses 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 buses, the bidder shall provide maintenance and after sales service support for trouble free service on single point responsibility basis during a minimum period of 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 Bidder in two Bids viz. Technical Bid and Financial Bid.

(i) Technical bid shall be submitted alongwith 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. 1.00 lakh. (Rs. One Lakh only), w.r.t bid for AC Buses as part of his Bid. The EMD shall be sealed in a separate sealed envelope super scribed "Earnest Money Deposit " for Bid due on **15-10-2013 upto 16.00 hours** for AC buses to be deposited. The Earnest Money Demand (EMD) should be in the form of " Account payee Demand Draft" payable in favour of Panjab University, Chandigarh payable at Chandigarh.

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.

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 buses 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 buses 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 Buses)** 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 buses to take feedback of the buses 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. INTERRPRETATIONS

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 buses 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 buses 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, to inspect the chassis / buses at any times as he may deem fit and to advise for rectifications, if any and even to reject any of the Bus / item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.

4. PERFORMANCE SECURITY

4.1 The 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 alongwith 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 buses or fails to complete the commissioning of same within the delivery period (s) specified in the contract, the Purchaser shall, without prejudice to other remedies under the contract, levy/ deduct per estimated liquidated damages as follows:

5.2 @ 0.50% (Zero point five per cent) of the total value of the buses (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 buses (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 buses or fails to commission the same within the delivery schedule (s) specified in the contract, or any extension thereof granted by the Purchaser.

- b. If the 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 buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.

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

7.6 The 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 AC Buses 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 buses detailed therein. The buses 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 buses within 7 days of receipt of buses at the consignee's end. If the Contractor fails to commission the buses 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 buses shall not pass on to the Purchaser until the buses have been received at the destination i.e. at Panjab University, Chandigarh.

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 Buses/Goods.

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

8.7 The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery 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 buses, 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 buses, 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 buses.

10. SETTLEMENT OF DISPUTE AND ARBITRATION-

10.1 Amicable Resolution

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

b. Either Party may require the Dispute to be referred to The Vice-Chancellor, Panjab University, Chandigarh for 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 buses 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 Buses or equipment provided in these buses due to defective design, material or workmanship, for operation of buses as per standard warranty offered by the bus manufacturer applicable for each bus.

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 buses.

13. INSPECTION OF BUSES AT DESTINATION STATION

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

14. REMOVAL OF REJECTED BUSES

14.1 On rejection of any bus, during the inspection or assessment of performance during testing and commissioning at a place other than the premises of the Contractor/Bidder, such buses 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 buses : 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 buses 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 buses.

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 Buses or equipment provided in these buses due to defective design, material or workmanship, for a standard warranty period offered by the bus manufacturer individually for each bus from the date of placement in service after registration from Transport Department, 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 buses and/or offers to maintain/maintains (Annual Maintenance Contract), the buses 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 buses 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 nos.)	Period of supply of Buses	Consignee	Earnest Money Deposit (EMD)
1.	Design, Manufacturer, supply, Testing, commissioning and Maintenance of Fully Built Diesel AC Buses conforming to at least Bharat Stage-III norms or better as per specification given in RFP Document.	02 Nos.	30 days from the date of issue of Letter of Acceptance	Registrar, Panjab University, Chandigarh	Indian Rupees 01lakh.

Section-VI

Technical Specifications for type of Bus

Broad Technical Specifications for A.C. Diesel Fully Built Bus: -

Parameter:	Technical Specifications
Wheel base:	4100 mm Minimum
Bus Width:	2250 mm minimum
Bus Length:	Between 7900mm - 9000 mm
Overall Height:	Between 3200 mm- 3800 mm
Interior Saloon Height:	1850 mm minimum
Chassis/body:	Fully built up bus with Body, on Chassis frame conforming to all CMVR regulations, Chassis comprises Engine, Self-Starter, Alternator, Radiator, Transmission (Including 6 speed gearbox), propeller shaft, Front axle assembly, Rear Axle assembly, Power Steering, Six Wheels with Tyre Assembly, ABS, Service brakes with Hydraulic assist and mechanical parking brake. 24V electrical Wiper Assembly, Head and Tail lamp assemblies, Electrical horns, Aesthetically designed instrument panel and Driver Seat conforming to CMVR requirements.
Engine & FIP:	The Diesel Engine shall be between 4 to 6cylinder, direct injection, coolant-cooled with Turbo Charger and Inter Cooler confirming to at least Bharat stage-III emission norms or better. Engine Power not less than 160 HP and a minimum torque of 45kg-m/450NM.
Cooling System:	Radiator, Water System pump and Radiator fan with Thermostat to control the coolant temperature.
Pollution & Exhaust gas:	The Engine shall meet at least Bharat stage-III emission norms or better as applicable at the time of delivery of buses. The contractor shall give a certificate based on their Engine, Dynamo Meter Test the exhaust gas analysis of CO, HC, NOX and PM (Particulate matter) in Gms/kWh. A Photo Copy of the test certificate issued under CMVR rules by the Competent Authority shall be submitted along with the tender.
Transmission:	Minimum 6 Speed with Overdrive, 6 Forward + 1 Reverse
Wheel & Tyres:	6 Nos of Tyres + 1 Spare tyre, size 7.5X16 minimum.
Front Axle:	The Front Axle rigid type "I" beam section.
Rear Axle:	Fully floating Banjo type rear axle tested at full load.
Steering:	The steering position shall be on the right hand side of the bus. The hydraulic power assisted steering with adjustable column shall be sufficiently rugged in design to withstand peak road shocks without risk of component failure or inadvertent alteration of steering geometry. Turning circle radius not more than 9000 mm.
Suspension:	Semi-Elliptical type Multi Leaf spring with Hydraulic Dampers (Front & Rear).
Brake System:	Hydraulic Brake or Air Brake system shall be provided on all four wheels with ABS.
Gradeability:	Minimum 10°.
Electrical System:	As per AIS 052. Electrical cables as per IS/ISO: 6722:2006. Quality be equivalent or better than European, Japanese, US standards. The system shall be of 24 Volt DC. Batteries-12Vx2 nos. min-120 AH.
Alternator & Self Starter:	Dynamically balanced Alternator with in-built regulator. Alternator with 60 AH and 100 amps. Both these units shall be so located as to prevent ingress of oil or rainwater into them.
Instrument Panel:	Aesthetically designed Instrument panel should consists of Speedo meter with KM counter, Flashing Side indicator and switch, warning lamp for discharging of batteries, Starter Switch, Dipper switch, Temperature Gauge, Engine Oil pressure gauge, Engine RPM Meter.
Angle of Approach:	8-10 Degree minimum.
Angle of Departure:	8-10 Degree minimum.
Speed Governing system:	As per latest Government norms applicable to driving in Chandigarh.

Bus body Fabrication:	As per ARAI guidelines.
Doors:	One Pneumatically operated door with minimum width of 700 mm.
Door Closing requirements for Bus movement:	Pneumatically operated door closing and control Mechanism mandatory, opening of door from outside in emergency conditions as per latest CMVR regulations.
Emergency Exit:	One Emergency exit as per CMVR rules.
Windows:	As per CMVR, Window shall be in single piece fixed laminated glass type design for AC bus as per IS: 2553 (part-2)-1992/latest. Width of window (clear vision zone) as per AIS 052. Rear and front wind screen to be of single piece laminated glass. There shall be provision for adequate ventilation in case of AC failure.
Seats lay out:	2X2 Push Back Reclining seats with padded arm rest. Seating capacity 28-30 (including driver seat).
Seat pitch:	770 mm minimum.
Gangway Minimum:	330 mm.
Type of flooring:	Plain or Elevated Flooring Preferred with Anti-Skid Material.
Interior:	All interiors shall be designed using best quality material.
Panels:	Body Panel with Aluminium/steel GI Sheet.
Front Wind Shield:	Single Piece curved laminated safety glass as per CMVR Rules.
Electrical System:	Head lights-4 no., fog lamps- 2nos. Blinkers - at front, rear and sides on all wheels, Height marker lamps at front & rear, Tail lamps-3 lamps cluster on each side, Reflectors- as per standards. Saloon lighting-Adequate lighting shall be provided. A/C console panel at each seat.
Air Conditioning (preferred with individual ducts):	Roof Mounted Air Conditioning with Individual Ducts for Passengers Cooling Capacity of AC unit to be installed should be minimum 6 TON and 20 kW. Saloon temperature 20°C. Refrigerant R134a or new series equivalent. Electrical wiring shall be as per CMVR. Condenser and Evaporator to be of Copper-tube, Aluminum fins. Air conditioning system capable of maintaining cabin temperature of 20°C while operating even in harsh ambient conditions of 45-48 degree Centigrade ambient temperature, dusty and humid with bus loaded to its full capacity. The set temperature must be achieved in 25 minutes. Roof Ventilator Hatch as per CMVR rules to provide adequate ventilation in case of AC failure. Individual AC ducts and reading lights on all seats.
Drivers Working Space:	Ergonomically designed with conveniently accessible controls and adjustable steering wheel (AIS 052)
Crash Worthiness Requirements:	As per ARAI/CMVR regulations.
Fire Extinguisher:	Shall be provided as per CMVR regulation.
Other Standard fitments:	First Aid Kit, Warning triangle and other standard fitments as per CMVR Rules. Fuel tank of 90 litres minimum capacity confirming to specifications of CMVR.
Colour of the Bus:	Colour of the bus shall be finalised at the time of placing the order as per university requirements. PU paint panel etch primer, PU primer surface, PU top coat BIS 13213:1991 or latest international standards as applicable for exterior painting including interior where ever required. Shades as per IS: 5-1978 (or latest class- A2). Guidelines as per clause 3.17 of AIS 052 to be followed.
AV System:	LCD Television minimum 15" with DVD player and speaker system to be provided. Wiring as per CMVR.

Section-VII

Technical specifications for AMC

ANNUAL MAINTENANCE CONTRACT

1. The Bidder shall have workshop facilities in Chandigarh/Tri-city comprising Chandigarh Panchkula & Mohali to provide annual maintenance contract of the buses 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 buses, the bidder shall provide maintenance and after sales service support for trouble free service on single point responsibility basis during a minimum period of 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 buses (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 buses, 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 buses 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 A.C. buses						
Contact No:						
Name of the Bidder:-						
SECHEDULE OF WORK						
Sr. No.	Description	No. of Qty.	Unit	Rates per bus in figure		amount
				Figures	Words	
1.	Purchase of fully built A.C. Diesel buses (Rate per Bus inclusive of all taxes and Govt. levies.)	02	Nos.			

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 Panjab university, Chandigarh.							
Name of Work: Tender for AMC of fully built A.C. Diesel buses							
Contract No:							
Name of the Bidder:-							
SCHEDULE OF WORK							
Sr. No.	Description	No. Qty.	or	Unit	Rate per bus in Rs.		Total Amount in Rs.
					Figures	Words	
1	Annual Maintenance Contract of fully built A.C. Diesel buses (Per K.M. per Bus Rate Inclusive of service tax, VAT and other Government levies, If any)	2		Nos.			
2	0 - 75,000	2		KM			
3	75,001 - 1,50,000	2		KM			
4	1,50,001 - 2,20,000	2		KM			
5	2,20,001-2,90,000	2		KM			
6	2,90,0001- 3,50,000	2		KM			

Signature with seal

Section-IX

Perfoma for Performance Guarantee

We _____ (hereinafter called the Bank) at the request of the Supplier do as primary obliger and not merely as surety, hereby irrevocably and absolutely undertake against any loss or damage caused or suffered by the Panjab University (hereinafter 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