



Naya Raipur Development Authority

Capitol Complex, Sector – 19, Naya Raipur(CG)

Phone: 0771-2511500, Fax: 0771-2511400, E-mail: ceo@nayaipur.com, www.nayaipur.com

Modified Tender Document

For Tender for Supply of Diesel Fuel Propelled AC Mini/Midi 900mm Floor BRT Buses -10 nos. under JnNURM

Modified Tender No. 6049/623(MINI/MIDI)/9-CEP/NRDA/2013 Naya Raipur, Dt 19 /12/2013

In continuation to the NIT No.4577/624(MINI)/9-CEP/NRDA/2013 Naya Raipur, Dated 03/10/2013, the tender document, has been modified. The modified document incorporates all amendments and addresses all queries.

2. The bidders, who have purchased the tender documents from the office of NRDA, may download the Modified Tender Document and use the same.

3. It may be noted that the bidder has to submit the financial tender separately –
(i) In Format: F-1A: for MINI Buses
(ii) Format: F-1 B : for MIDI Buses

The purchaser shall have option to approve the tenders either for MINI Buses or MIDI Buses.

4. It may also be noted that the last date of submission of the tender is 30-12-2013 up to 4.00 PM.

Chief Executive Officer

TENDER FOR
SUPPLY OF DIESEL FUEL PROPELLED, AC
MINI/MIDI 900MM FLOOR BRT BUSES-10 nos,
UNDER JnNURM

~~NIT No.4577/624(MINI)/9-CEP/NRDA/2013 Naya Raipur, Dated 03/10/2013~~
Modified Tender Document No. 6049/623(MINI/MIDI)/9-CEP/NRDA/2013 Naya Raipur,
Date 19 /12/2013

~~Oct, 2013~~

December, 2013



NAYA RAIPUR DEVELOPMENT AUTHORITY

Utility Block, Back of Mantralya Building,
Capitol Complex, Sector – 19, Naya Raipur (Chhattisgarh) India.

Phone: 0771-2551150, E-mail: ceo@nayarapur.com

Websites: www.nayarapur.com, Email: ceo@nayarapur.com,

DATA SHEET

Tender notice no.	Tender No. 4577/624/9-CEP/NRDA/2013 Naya Raipur, Dated 03/10/2013 <u>Modified Tender Document No. 6049/623/(MINI/MIDI)/9-CEP/NRDA/2013 Naya Raipur, Dated 19/12/2013</u>	
Organization name	Naya Raipur Development Authority (NRDA)	
Name of Work	Tender for Supply of Diesel Fuel Propelled 10 AC BRT High Floor Buses under JnNURM Tender for Supply of Diesel Fuel Propelled AC Mini/Midi 900 mm Floor BRT Buses-10 nos. under JnNURM	
Tendering Currency	Indian National Rupees only	
Schedule of Tender	Issue of Tender Document	03-10-2013
	Pre-Tender Meeting	A pre-Tender meeting shall be held at 12:30 PM on 22-10-2013 at the conference hall of NRDA, Capital Complex, Sector – 19 Naya Raipur, Chhattisgarh 492 002 Tenderer shall have to post their queries on E-mail: ceo@nayarapur.com / psc@nayarapur.com on or before the pre-tender meeting.
	Last date for Tender Submission	19-11-2013 <u>30-12-2013</u> upto 4:00 PM at the office of “Chief Executive Officer, Naya Raipur Development Authority, Raipur”, in sealed cover duly super scribed with name of Tender and Tender No.
	Opening of Outer Envelope and Qualification Tender	19-11-2013 <u>30-12-2013</u> at 4.30 PM at the Conference Hall, Naya Raipur Development Authority, Raipur.
	Opening of Financial Tenders	Shall be Intimated Later
	Tender validity period	180 days from the date of opening of Financial Tender
Payment Details	Processing Fee	Non-refundable Processing Fee of Rs. 5000/- (Rs Five Thousand only) in the form of Cash or DD from any nationalised/scheduled banks drawn in favor of “Chief Executive Officer, Naya Raipur Development Authority” payable at Raipur/Naya Raipur. The Tender documents are not transferable.
	“Tender Security” or “EMD”	Rs. 5 Lakh (Rs. Five Lakh only) (hereinafter referred to as “Tender Security” or “EMD” to be deposited in the form of DD from any nationalised/scheduled banks drawn in favour of “Chief Executive Officer, Naya Raipur Development Authority” payable at Raipur/Naya Raipur. <u>The tender security may be deposited in the form of a Bank Guarantee of Rs. 5 Lakh (Rs. Five Lakh only) issued by a bank having Branch at Raipur/Naya Raipur and the said Bank Guarantee should be payable and operable at Raipur/Naya Raipur, in favour of “Chief Executive Officer, Naya Raipur Development Authority”</u> The earnest money deposit in the form of FDR or Cheque shall not be accepted.

SECTION I: DISCLAIMER

This Tender document is being issued by Naya Raipur Development Authority (hereinafter refer as "NRDA"), for inviting Tenders for Supply of Diesel Fuel Propelled, AC 900 mm Floor BRT Mini/Midi Buses to provide connectivity between Raipur - Naya Raipur and within Naya Raipur on such terms and conditions as set forth in this Tender or that may subsequently be provided to Tenderer(s) in documentary form by or on behalf of NRDA.

This Tender is not an agreement and is neither an offer nor invitation by the NRDA to the prospective Tenderers or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Tender including financial offers (the "Tenders") This Tender includes statements, which reflect various assumptions and assessments arrived at by the NRDA in relation to the Project. Such assumptions, assessments and statements do service not purport to contain all the information that each Tenderer may require. This Tender may not be appropriate for all persons, and it is not possible for the NRDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in the Tender may not be complete, accurate, adequate or correct. Each Tenderer should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Tenderer(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. It is hereby clarified that the purpose of this Tender is to provide the Tenderer(s) with information to assist them in the formulation of their Tenders. Tenderer should therefore carefully examine and analyse the Tender and should carry out its own investigation with respect to all matters related to the service, seek professional advice on technical, financial, legal, and regulatory and taxation matters and satisfy itself of consequences of submitting the Tender for entering into any agreement and / or arrangement relating to the service. NRDA makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the Tender.

The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NRDA or any other costs incurred in connection with or relating to its Tender. All such costs and expenses will remain with the Tenderer and the NRDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Tenderer in preparation or submission of the Tender, regardless of the conduct or outcome of the Tendering Process.

**PART II
INSTRUCTIONS TO TENDERERS (ITT)**

A. INTRODUCTION

1. GENERAL

- 1.1. Naya Raipur Development Authority is implementing Bus Rapid Transit System (BRTS) to provide connectivity between Raipur - Naya Raipur and within Naya Raipur under the Global Environment Facility (GEF), UNDP and World Bank assisted Sustainable Urban Transport Project (SUTP) sponsored by Ministry of Urban Development (MoUD), Government of India,
- 1.2. Ministry of Urban Development (MoUD), Government of India, has approved procurement of buses under JnNURM by Naya Raipur Development Authority, (hereinafter referred to as "NRDA" or "Purchaser").
- 1.3. NRDA invites tenders for supply of buses through sealed Tenders in three packet system for Supply of fully built Diesel Fuel Propelled, Air Conditioned (AC) BRT Mini/Midi 900 mm floor, Buses-10 nos including Design, Manufacture, Supply, Testing & Commissioning (hereinafter called Bus or Buses) conforming to the latest specification for BRT Mini/Midi Buses published by Ministry of Urban Development, Government of India and subsequent amendment if any which are available at <http://jnnurm.nic.in/funding-of-buses.html>. from manufacturers fulfilling eligibility criteria.
- 1.4. The Tenderers are required to tender for the buses conforming to the technical specifications set out in **Format: T-6** and amendments therein, if any and also to commit for a Warranty to ensure 2,00,000 (Two lakh) kilometres trouble free services, supply of components and proper maintenance of buses.
- 1.5. ~~The Tenderers are required to offer only one model of bus.~~ The Tenderers are required to offer the rates separately for MINI and MIDI Buses. Further, the Tenderers are required to quote only one rate for each of the models. Tenders having more than one rate ~~and/or offering more than one model~~ shall be rejected.
- 1.6. The Tenderers are also required to quote comprehensive Annual Maintenance charges for consumables, spares/body parts, servicing etc. for complete bus (excluding servicing/consumables/ spare parts etc covered in Warranty) during warranty period as well as for carrying out repairs and servicing etc. for complete bus (including supply of consumables, replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/ sub assemblies etc) after warranty period for maintenance of the buses ~~till 7,50,000 kilometres operation or 10 years whichever is later for Standard buses.~~

- 1.7. The prices quoted for Annual Maintenance Charges shall not be taken into account for purposes of evaluation of the Tender for the buses. However, Annual Maintenance Contract (AMC) may also be assigned to the successful Tenderer, though it is not binding on the purchaser to do so, along with the supply contract of Buses at rates quoted and negotiated, if required, ~~for their all inclusive repair and maintenance upto 7, 50,000 Kilometres operation in 10 years, for Standard buses.~~
- 1.8. The Tenderer shall clearly spell out in his offer the facilities available or proposed to be set up for providing annual maintenance contract in or in the immediate vicinity of Raipur/ Naya Raipur during and after the warranty period of buses. Successful Tenderer must ensure that the proposed facilities are made functional by the time the prototype is approved by the purchaser. In case the AMC is awarded, after the successful supply and commissioning of buses, the successful Tenderer shall provide maintenance and after sales service support for trouble free service on single point responsibility basis during entire annual maintenance contract period including warranty period. Adequate inventory of spare parts would be stocked by the Tenderer/manufacturer for the periods of warranty and annual maintenance contract.
- 1.8.1. Conditional tenders are liable to be rejected. Complete Tender in the prescribed forms should be submitted on or before the time and date fixed for submission of Tender. Tender received after the stipulated time and date will not be entertained. Such Tenders will be, termed as late/delayed Tender and returned unopened.

2. ELIGIBILITY

- 2.1 The Tenderer eligible for participating in the tender process shall be an Indian Company incorporated under the provisions of Indian Companies Act, 1956 and should have following mandatory technical and financial qualifications -
- a. The Tenderer should be engaged in the manufacture and should have supplied at least 200 buses which are satisfactorily operating in City Bus Services within last three years ending on **31st March 2013**.
 - b. The tenderer should have the capability to supply buses as per technical specifications from manufacturing facilities in India and should be able to confirm adequate availability of spare parts and after sales services in Raipur/Naya Raipur.
 - c. The tenderer should have average annual turnover of more than INR 10000 lakhs (or in equivalent foreign currency) during the last three financial years ending on 31st March 2013 pertaining to supply of Buses/Bus Chassis. The technical experience and financial capabilities of any other Group Company, or holding

company or subsidiary company of shall not be considered for evaluation of this criterion.

2.2 The manufacturing company shall tender directly or through its authorised representative only. Each manufacturer can be represented only through one Tender. Manufacturers making multiple Tenders, either directly or through representatives, are liable to be rejected. Agents, brokers and middlemen are not eligible for participation in the Tender.

3. TENDER DOCUMENTS

3.1 The Tender documents can be purchased from the office of NRDA on payment of Rs 5000/- (Rupees Five Thousand) as -refundable Processing Fee in the form of Cash or Demand Draft from any nationalised/scheduled bank drawn in favour of “**Chief Executive Officer, Naya Raipur Development Authority**” payable at Raipur. The Tender documents are not transferable. The Tender documents consist of the following:

PART I	Notice Inviting Tenders,
PART II	Instructions to Tenderers
PART III	General Conditions of Contract,
PART IV	Tender Form & other Formats

3.2 The Tenderer is required to examine carefully all the contents/pros & cons of the Tender documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Tender. Failure to comply with the requirement (s) of Tender documents will be at the Tenderer’s own risk & responsibility.

4. TENDER SECURITY/ EARNEST MONEY DEPOSIT

4.1 The Tenderer shall furnish Tender security (also referred to as "Earnest Money Deposit" (EMD) of Rs. 5.00 lacks (Rupees Five lakh only) in the form of Demand Draft from any nationalised/scheduled bank drawn in favour of “Chief Executive Officer, Naya Raipur Development Authority” payable at Raipur. The tender security may be deposited in the form of a Bank Guarantee of Rs. 5 Lakh (Rs. Five Lakh only) issued by a bank having Branch at Raipur/Naya Raipur and the said Bank Guarantee should be payable and operable at Raipur/Naya Raipur, in favour of “Chief Executive Officer, Naya Raipur Development Authority”. The Tender security shall be sealed in a separate packet along with other documents as set out herein below. Any Tender not accompanied with valid Earnest Money in the prescribed form will be summarily rejected.

4.2 The Tender security deposited by the Tenderer is liable to be forfeited if the Tenderer withdraws or amends or impairs or derogates from the Tender in any respect.

- 4.3 The Tender security deposited by the successful Tenderer will be returned after the contract performance security is furnished and agreement is signed, without any interest. If the successful Tenderer fails to furnish the contract performance security and/or fails to sign the agreement within period specified for it, the Tender Security deposit shall be forfeited by the purchaser, in addition to any other actions as per terms and conditions stipulated in the Tender-documents.
- 4.4 The Earnest Money deposit of all unsuccessful Tenderers will be returned, without interest, to them at the earliest latest within the 30th day of signing of the contract by the purchaser with the successful tenderer.

5. TENDER VALIDITY

The Tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Tender. In exceptional circumstances, the purchaser may request the Tenderer for extension in the period of validity. The request and response thereto shall be made in writing by fax followed by confirmation copy by post. A Tenderer may refuse the request without becoming liable for forfeiture of Earnest Money. However, the Tenderer agreeing to the request will not be permitted to modify his Tender.

6. PRE-TENDER CONFERENCE

- 6.1 A Pre-Tender conference will be held with the prospective Tenderers, who purchase the Tender documents, for the purpose of holding technical & commercial discussions and providing clarifications. The prospective Tenderers may, at their cost, attend the said conference on the scheduled time, date and venue.
- 6.2 Queries, if any, from the Tenderers in respect of Tender documents should reach the purchaser on or before the date set out for the Pre-Tender conference. Details of proposed / suggested variations/ deviations/ additions from the tendered specifications/ conditions, if any, should be clearly indicated while sending queries before Pre-Tender conference. No further suggestion for deviations/ variations/ additions will be entertained after the Pre-Tender conference.
- 6.3 The purchaser may appropriately consider and decide on variations/ deviations, alternative proposals, which afford equal or better quality/ performance compared to the tendered technical specifications during/after pre-Tender conference. However, the decision of the purchaser in this regard will be final.
- 6.4 The proposal for amendments, if any, in the provisions of a clause/ sub-clause of the Tender document shall be considered in the Pre-Tender conference and decisions will be sent by

email to all prospective Tenderers, who purchase the Tender documents. The amendments to the Tender documents shall be published in the website of NRDA <http://www.nayaraipur.com>.

6.5 After incorporating the amendments acceptable to the purchaser, if any, Tender documents shall be frozen. In the rare case of any further change, however, appropriate time and notice would be given which shall be published in the website of NRDA <http://www.nayaraipur.com>.

7. PREPARATION AND SUBMISSION OF TENDERS

7.1 The Tenderer is required to provide all the information/document as prescribed in the Tender formats appended to this document. NRDA shall consider only those Tenders that are received within the time and in the prescribed format and are complete in all respects.

7.2 The Tender shall be typed neatly in indelible blue ink and shall be signed by the person duly authorized to bind the Tenderer to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the Tender. The person or persons so authorized for signing the Tender shall initial all pages of the Tender including printed literature. Each page of the Tender must be numbered at the right hand top corner.

7.3 The Tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case, such corrections shall be initialled by the person or persons signing the Tender.

7.4 All prices and other information having a bearing on the price shall be written both in figures and words in the prescribed Tender form. In case of discrepancy, the lower price shall be considered.

7.5 NRDA shall have the right to reject a tender that does not contain any of the stipulated documents, mentioned in this NIT and in the event it is found that any of the forms of a tender is not in the format prescribed in this NIT.

7.6 The Tender shall comprise the following:

I. **Packet – 1** : It shall contain

- i. The Bank Draft for full value of the Tender Security Amount,
- ii. The Covering Letter in **Format: T-1** and
- iii. Power of Attorney in **Format: T-2**

II. **Packet – 2** : It should contain the following –

- i. General Information of the Tenderer in **Format: T-3**
- ii. Performance Statement in **Format: T-4**

- iii. Turn Over of last three financial years in **Format: T-5**
- iv. Technical Specifications and Statement of Deviations in **Format: T-6**
- v. Guaranteed Life of Bus Aggregates **Format: T-7**
- vi. True **copies attested by a notary, of the following certificates –**
 - a) License for manufacturing buses by the bus manufacturing
 - b) Copies of Certificates from previous Purchasers / Customers for satisfactorily commissioning & trouble free services of the City Buses. ~~The Tenderers shall provide drawings, films, photographs, CD, documents etc of the Buses supplied by it~~
 - c) Power Point presentation material for the offered design of the bus in the form of a compact disc. (C.D.)
 - d) Scaled drawings indicating all dimensions of front, both sides and rear elevations etc besides top view of the bus and the scaled internal layout of the bus should also be supplied.
 - e) Any other certificate/document certifying the credibility of the bus manufacturer/quality/ performance of the bus.

III. **Packet – 3** - It shall contain

- a) The Price Tender duly signed by a person having power of attorney in the format prescribed in **Format: F-1. F-1 A** : for MINI Buses
- b) The Price Tender duly signed by a person having power of attorney in the format prescribed in **Format: F-1 B** : for MIDI Buses
The purchaser shall have option to approve the tenders either for MINI Buses or MIDI Buses
- C) The charges for Annual Maintenance Contract shall be quoted duly signed by a person having power of attorney in the format prescribed in **Format: F-2**.

7.7 For the preparation of the Price Tender the following shall apply –

- A. The price quoted shall be firm and not subject to any upward variation except for the variation in statutory levies & duties.
- B. The Tenderers supplying buses manufactured by them in India using imported aggregates, etc are required to quote prices on "Delivered Duty Paid (DDP) to destination at Raipur/ Naya Raipur, Chhattisgarh" basis. (The terms DDP shall mean as defined in INCOTERMS – 2000).
- C. The price for the buses manufactured in India 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. Tenders 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 Tenders will be considered for evaluation. In case there is variation in the statutory levies/taxes during the currency of the contract, the same will be payable at actual as per original delivery schedule. Tenders not containing the break-up of prices are liable to be rejected.

7.8 The Tenderers shall be required to certify/give an undertaking to the effect that the rates quoted are minimum/ reasonable & they have not charged lower rates from any other Government Departments/State Transport Undertaking for City Bus conforming to same specifications recently.

7.9 Sealing and Marking of Tender

- i. The Tenderer shall seal Packet 1, 2 and 3 separately in three envelopes, duly marking them as "Packet 1", "Packet 2" and "Packet 3". These Packets shall then be sealed in a single outer Packet.

- ii. Each of the Packets, both outer and inner, must be super scribed with the following information:

- | | |
|--|-------------------------------------|
| 1. Tender for the Tender For
Supply of Diesel Fuel
Propelled, AC <u>900 mm</u>
<u>Floor</u> BRT High Floor
Mini/Midi Buses-10 nos | 3. Name and Address of Tenderer |
| 2. Tender Due Date | 4. Contact person and phone numbers |

- iii. All envelopes shall be addressed to:

Chief Executive Officer
Naya Raipur Development Authority
Capitol Complex, Sector – 19,
Naya Raipur(Chhattisgarh)India.
PIN - 492002

Phone: 0771-2511500,

E-mail: ceo@nayaripur.com

7.10 Tenders may be submitted in person to the purchaser or sent through post or courier service so as to reach the office of NRDA within the prescribed deadline. Purchaser shall not be responsible for and shall not take any cognizance of delay/loss in transit. Tenders sent through fax or through other means of transmission shall be rejected. Any Tender received by the purchaser after the prescribed deadline will be returned unopened to the Tenderer and shall be deemed disqualified and thus rejected.

7.11 The purchaser may, at his discretion, extend this deadline for the submission of Tenders by amending the Tender Documents and in that case all rights and obligations of the purchaser and the Tenderers previously subject to the original deadline shall thereafter be subject to the deadline as extended.

8. IMPLICATION OF SUBMISSION OF TENDER

8.1 The temperature in Raipur during the year varies from 10° C to 45° C approximately. Summer season is from March to June and winter season is from November to February. The atmosphere is dusty. Average annual rainfall in the area is of the order of around 140 cm, major portion of which is concentrated in the months of July, August and September. The road conditions from Raipur to Naya Raipur and within Naya Raipur are excellent and plain. It is imperative that each Tenderer fully acquaints himself with all the local conditions and

factors, which would have any effect on the performance/ completion of the contract in all respects inter alia including those pertaining to / effecting the designing, manufacturing, supplying, testing, commissioning and maintaining these buses.

8.2 Tenderers would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/ or country of manufacture & supply. On such matters, the purchaser shall not entertain any request from the Tenderers.

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

9. OPENING OF TENDERS

9.1 The Chief Executive Officer or any Officer authorised by him, will open the Tenders. The officers competent to dispose of the Tenders shall have right of rejecting all or any of the Tenders.

9.2 Outer Packet and Packet '1' of the tenders shall be opened on tender Due Date, in the presence of tenderers/their authorised representative who choose to remain present during the opening of tenders. Packet '2' of only those tenders shall be opened thereafter whose tenders are found responsive. Incomplete Tenders are liable to be rejected. Tenders found inconsistent with the terms and conditions and/or specifications of the Tender documents are liable for rejection at the threshold. The decision of the purchaser in this regard, shall be final and binding.

9.3 The contents of Packet '2' shall be subsequently evaluated by NRDA to determine the fulfilment of the minimum eligibility criteria and compliance with the requirement of tender documents. NRDA, at its absolute discretion but without any obligation to do so, may seek clarification or ask for additional documents or invite for presentation during the process of evaluation. A list of tenderers found qualified shall be prepared by NRDA.

9.4 Packet '3' of tenderers those are found qualified shall be opened at a later date, under intimation to the qualified tenderers. The tenderer offering the buses of suitable specification and quoting lowest financial offer shall be considered. The purchaser shall have right to invite such lowest Tenderer for negotiation. The decision of NRDA in this regard shall be final and binding on all the tenderers.

10. **DELIVERY PERIOD:** Tenderer shall be required to deliver the buses within a period of one year as per the following delivery schedule –

<u>Sr. No.</u>	<u>Month</u>	<u>Stage of Delivery</u>
<u>1</u>	<u>3rd Month from the date of Release of Mobilisation advance</u>	<u>Delivery of Prototype</u>
<u>2</u>	<u>5th Month of Approval of prototype</u>	<u>30% of the total order size</u>
<u>3</u>	<u>6th Month of Approval of prototype</u>	<u>30% of the total order size</u>
<u>4</u>	<u>7th Month of Approval of prototype</u>	<u>40% of the total order size</u>

11. **PAYMENT TERMS:** The payment shall be made as per the terms specified in the General Conditions of Contract.

12. PROCESS TO BE CONFIDENTIAL

12.1 After the public opening of Tenders, information relating to the examination, clarifications, evaluation and comparison of Tenders and recommendations concerning the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

12.1 Any effort by a Tenderer to influence the purchaser in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning award of contract, may result in disqualification of the Tenderer.

13. PURCHASER RIGHT

13.1 The purchaser reserves the unconditional right to accept or reject any tender and to annul the Tender process and reject all Tenders without assigning any reason at any stage before the contract is signed.

13.2 The purchaser retains the right to purchase lower/higher number of buses than specified herein, but in any case commits to purchase not less than 75% of the number of Buses specified for Purchase. ~~The purchaser, at his discretion, may also split the contract among two or more Tenderers. Purchaser's decision in this regard shall be final and binding.~~

14. NOTIFICATION OF AWARD

14.1 The purchaser will notify the successful Tenderer through fax to be confirmed in writing by registered/speed post that his Tender has been accepted. The Letter of Acceptance (LOA) dispatched through 'Courier / Regd. post/email/ Fax/ by hand shall constitute the formation of the Contract, till a formal contract is signed.

14.2 The successful Tenderer, shall produce judicial stamp paper issued in Chhattisgarh, of proper value for signing of the agreement within 15 days of date of despatch of the 'Letter of Acceptance' (LoA) and Within 30 days of despatch of the LoA from the purchaser, the successful Tenderer shall furnish to the purchaser a performance security for an amount equivalent to 5% of the contract value in accordance with relevant clause in General Conditions of Contract and sign the agreement with NRDA. In exceptional circumstances, NRDA may extend the dates on written request of successful Tenderer. The purchaser will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp duty will be paid by the successful Tenderer.

15. CORRUPT PRACTICES

15.1 Tenderers are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, following definitions are relevant:-

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial -competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- c) If it is found that Tenderer (s) had engaged in corrupt/fraudulent practice in securing and executing the contract, the purchaser reserves the right:
 - a) not to award contract to such Tenderer,
 - b) to cancel the contract, if already awarded. In case of cancellation, the purchaser shall be entitled to recover from the Tenderer/Supplier the amount of any loss arising from such cancellation in accordance with the provisions of the Tendering documents. The purchaser shall also have the right to forfeit the performance bank guarantee of such Tenderer, and
 - c) to ban the business dealing with the Tenderer who engaged in such practices either indefinitely or for a specified period of time.

PART III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS AND INTERPRETATION

1.1 In the contract, unless the context otherwise requires:

- a) **"Letter of Acceptance"** means the letter communicating to the Supplier the acceptance of his tender and includes an advance acceptance of thereof;
- b) **"Consignee"** means the representative of the purchaser to whom the buses are required to be delivered
- c) **"Contract"** means and includes 'Letter of Acceptance', 'Notice Inviting Tender', 'Instructions to Tenderers', 'General Conditions of Contract', 'Schedule of Requirements', and includes any repeat order if accepted or acted upon by the Supplier and a formal agreement, if executed;
- d) **"Supplier "** means the person, firm or company with whom the agreement to supply the buses is signed and shall include the Supplier 's successors representatives, (approved by the Purchaser), heirs, executors and administrators, as the case may be, unless excluded by the terms of the Contract;
- e) **"Government"** means the 'Government of Chhattisgarh' (GoCG) or "Government of India" as is relevant in the context;
- f) **"Inspecting Officer"** means the person(s), firm(s) or organisation nominated by the Purchaser for the purpose of inspection of buses or any work related to the contract and includes authorised representative their of ;
- g) **"Material"** means anything used in the manufacture or fabrication of the buses;
- h) **"Particulars"** include -
 - i. Technical Specifications;
 - ii. Drawings;
 - iii. "Proprietary mark" or "brand" meaning the mark or brand of a product which is owned by an industrial firm;
 - iv. Any other details governing the construction, manufacture or supply of buses as may be prescribed by the contract;
- i) **Inspection**
 - i. **"Pre despatch Inspection"** of buses means the inspection of fully built buses to be carried out at the Supplier's manufacturing premises before despatch to the purchaser;

- ii. **"Final Inspection"** of buses means inspection of the buses to be carried out at any place in Raipur/ Naya Raipur as desired by the Purchaser;
- j) **"Purchase Officer"** means the officer signing the "Letter of Acceptance" and includes any officer who has the authority to execute the relevant contract on behalf of the Purchaser;
- k) **"Manufacturing Premises"** means the manufacturing works of the Supplier at which the buses shall be manufactured;
- l) **"Purchaser"** means Naya Raipur Development Authority;
- m) **"Signed"** includes stamped.
- n) **"Site"** means the place specified in the contract at which any work is required to be executed by the Supplier under the contract or any other place approved by the Purchaser for the purpose;
- o) **"Services"** means services ancillary to the supply of the buses such as transportation and insurance etc;
- p) **"Test"** means such test(s) as is/are prescribed by the Purchaser or considered necessary by the Inspecting Officer whether performed or carried out by the Inspecting Officer or any agency acting under the direction of the Purchaser/Inspecting Officer;
- q) **"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, 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;
- r) **"Delivery of buses"** shall be deemed to take place only if the buses are delivered in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to -
 - i. the consignee at his premises/site, or
 - ii. Where so provided, the interim consignee at his premises;
- s) **"Writing"** or **"Written"** includes matter, either in whole or in part, in manuscript, type written, lithographed, Photocopied, photographed or printed form under or over signature or seal, as the case may be;
- t) **"Effective date"** of the contract shall mean the date on which the 'Letter of Acceptance' (LOA) shall be despatched by the Purchaser;
- u) **"Tenderer"** shall mean the prospective Tenderer who has purchased tender documents & submitted his Tender against the Tender Invitation Notice,
- v) The words **"Annual Maintenance Contract (AMC)"**/ "Maintenance" by the Supplier mean and include the responsibility of the Supplier to make available to the Purchaser the buses in full running condition and fit for performing duties in each shift as per the provisions of the Contract during the Warranty as well as Post Warranty period upto ~~7,50,000~~ **Kilometers**

~~for Standard buses or 10 years whichever is later~~ as may be agreed, in case the purchaser opts for the AMC.

- 1.2 Words in the singular include the plural and vice-versa.
- 1.3 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.
- 1.4 The heading of these conditions shall not affect the interpretation or construction thereof of the clause.
- 1.5 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.
- 1.6 Wherever date & period are specified in the Tender Documents for completing some formalities/tasks/ documentations etc, the commencement of the period prescribed for the said completion shall be reckoned from the date of despatch 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 Supplier and the Purchaser, as defined in the RFP document.
- 2.2 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 Supplier shall be fully and totally responsible for the satisfactory performance and compliance with contract specifications.
- 2.3 In case of any inter-se conflict between any provisions / stipulations in the Tender Document or in the Contract Document, the decision of the purchaser for interpretation / application would be final and binding.
- 2.4 The Supplier shall be absolutely liable for the sound and safe 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 Supplier 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 Supplier.

3. CONTRACT

- 3.1 The contract shall be for supply of the Buses of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. The buses shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting officer and purchaser. The contract may also include that for the AMC at the option of the Purchaser.
- 3.2 The whole contract is to be executed in the approved, substantial and workmanlike manner, to the entire satisfaction of the Purchaser, who shall have full power, at every stage of progress, to inspect the buses at such times as he may deem fit and 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 Supplier shall furnish Performance security encashable at Raipur, Chhattisgarh in the form of Account payee Demand Draft or in the form of a Bank Guarantee in the proforma prescribed in the tender documents within 30 days from the date of despatch of the 'Letter of Acceptance' of the tender by the Purchaser. The period may be extended on written request of the Supplier on exceptional circumstance by the Purchaser, at its sole discretion, for an amount equivalent to 5% of the value of the contract. The bank guarantee should be from any Indian nationalised bank or confirmed by any Indian nationalised bank. The bank guarantee should be encashable at Raipur, Chhattisgarh. For calculating the Performance Security amount, total contract value inclusive of duties and taxes but excluding annual maintenance charges, if any will be taken into account. The Bank Guarantee shall be valid upto 180 days from the expiry of Warranty Period or expiry of the Annual Maintenance Contract period, as the case may be, whichever is later.
- 4.2 If the tenderer, having been called upon by the Purchaser to furnish performance security, fails to furnish the same, it shall be lawful for the Purchaser to forfeit the EMD and cancel the contract.
- 4.3 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Supplier in the fulfilment or performance in all respects of the contract under reference or any part thereof to the satisfaction of the Purchaser. The Purchaser shall also be entitled to deduct from the amount of the performance security any loss or damage which the Purchaser may suffer or be put to by reason of or due to any act or other default, recoverable by the Purchaser from the Supplier in respect of this the contract under reference and in either of the events aforesaid to call upon the Supplier to maintain the

amount of the performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Supplier under this Contract with the Purchaser.

- 4.4 The Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract. The Bank Guarantee shall be valid upto for a period of six months after expiry of Contract Period. On the satisfactory performance and completion of the contract in all respects including warranty and if applicable, the AMC period, the Bank Guarantee will be returned to the Supplier without any interest and upon submission of no claim certificate.
- 4.5 The Bank Guarantee and or any amendment thereto shall be executed on a stamp paper of are requisite money value in accordance with the laws applicable in India.

5. APPROVAL OF DESIGN

- 5.1 The design shall be developed based on the requirements as per the latest specification for BRT Mini/Midi Buses published by Ministry of Urban Development, Government of India and subsequent amendment if any which are available at <http://jnnurm.nic.in/funding-of-buses.html>.. The entire design shall be submitted by the successful Supplier with supporting technical data to the Purchaser for approval, before commencing manufacture. However, the Supplier shall be required to obtain Type Approval, Conformity of Production (COP) for the buses from the authorized agencies as per CMVR. In addition, Finite Element Analysis (FEA) approval shall be required to be taken from Central Institute of Road Transport (CIRT), Pune or any other agency authorised as per CMVR. The design shall be developed in S.I. Units (System International).
- 5.2 Approval of the design means the approval of the general design features. Notwithstanding the approval, the Supplier will be wholly and completely responsible for the satisfactory manufacture/supply & performance of these buses offered. The Supplier when submitting design proposals for approval to the Purchaser, shall draw specific attention to the deviation or departure from the specification/drawing included in the Contract.
- 5.3 The Supplier shall also provide in writing for their information a general description of the arrangements and methods which the Supplier proposes to adopt for the completion of various activities. If at any time it should appear to the Purchaser that the actual progress of work does not conform to the programme of manufacture, the Supplier shall produce at the request of the Purchaser revised programme showing the modifications to the approved programme necessary to ensure completion of the work within the time for completion stipulated in the contract. The submission to and approval by the Purchaser or Purchaser's

Representative of such programme or the furnishing of such particulars, shall not relieve the Supplier of any of his duties or responsibilities or obligations under the contract. The Purchaser shall have full power and authority during progress of work to issue such instructions; as may be necessary for the proper and adequate execution of the contract and remedying of any defects therein. The Supplier shall carry out and be bound by the same.

6. QUALITY ASSURANCE PLAN/INSPECTION

- 6.1 The Supplier shall formulate a Quality Assurance Programme (QAP) to ensure quality product. QAP shall cover quality assurance procedures to be followed during all stages of design, planning, procurement, manufacture, testing, commissioning and servicing.
- 6.2 The purchaser may through itself and/or through third party carry out inspection of the buses at various stages.

7. INSPECTION OF BUSES AT DESTINATION STATION

- 7.1 ~~For the completeness and satisfactory condition of all equipments/ components shall be inspected at manufacturing location~~ On receipt of the buses at the place of delivery, these shall be jointly inspected by the Supplier and the consignee for the Transit damages. ~~completeness and satisfactory condition of all equipments/ components~~. Damages, defects and deficiencies, if any, shall be noted and the Supplier shall initiate immediate action for making good the same under advice to the Purchaser. Any delay in testing and commissioning of these buses due to this will be to the Supplier's account and will be dealt with by the Purchaser as per Conditions of the Contract.
- 7.2 Buses shall be subjected to detailed tests ~~and field trials~~ as prescribed in the Technical Specification of the Bid documents. Any modifications found necessary as a result of these tests or further service trials shall be incorporated by the Supplier at his own cost in these buses in a manner approved by the Purchaser on the third party recommendations. ~~All key and manufacturing drawings incorporating the modifications shall be submitted to the Purchaser.~~
- 7.3 Buses subjected to specified tests and trials shall be approved by the Purchaser on meeting all requirements as per the requirements in this Bid documents. Such Buses shall be deemed approved and eligible to receive "Final Acceptance Certificate". Those Buses not meeting the requirements even upon medications are liable to be rejected.

8. DELIVERY

- 8.1 Delivery Period: Prototype of bus duly certified for any statutory requirements with respect to the bus, its components & its aggregates as covered under Central Motor Vehicle Rules

(CMVR), Motor Vehicles Act (MV Act) etc., Technical Specifications and any other statutory requirements etc. complete in all respects will be provided for inspection and approval taken within two months from the date of Letter of Acceptance. The purchaser may also appoint any third party along with the purchaser representative for the inspection of prototypes buses. Supplier shall cooperate and facilitate inspection by any third party appointed for inspection by the purchaser. If the Supplier fails to get the approval of the prototype within two months of date of despatch of letter of acceptance and/or fails to complete the supplies within contracted delivery period, the purchaser shall take actions as per provision of the General Conditions of Contract.

8.2 MODIFICATION OF DRAWINGS

~~The Supplier, after inspection, testing and commissioning of the buses shall correct, where necessary, his drawings and schedule of materials to conform in every respect with the final approved design and shall submit to the Purchaser three copies of the corrected drawings and schedule of materials showing against each item the material and quantity used per bus and the revised weight.~~

8.3 SUBMISSION OF DRAWINGS

The bidder shall be required to provide two sets of general drawings to scales comprising of elevations -sides, front & rear ends along with main dimensions, isometric views, exterior & interior details, seating layouts, environmental friendly colour scheme of their choice (Although colour scheme will be finalized in consultation with the Purchaser etc. alongwith their bid. ~~Two complete sets of microfilm and Compact Disc (CD) loaded with the fabrication drawings alongwith two sets of hard copies and other documents as specified in technical specifications Format T-6 shall be supplied by the Supplier to the Purchaser in advance of dispatch of the Prototype Bus from the Manufacturer's works.~~

8.4 PHOTOGRAPHS ETC.

~~While the Buses are under manufacture, photographs shall be taken of the various assemblies and sub-assemblies, in various stages of production and of parts which cannot be conveniently photographed after assembly such as body side, end wall & roof frames, under frame members, etc.~~

8.5 The Supplier shall quote his delivery schedule in the format as per Indicative Schedule of Requirements. The Purchaser will discuss the schedule with the Supplier and agree to it with or without modifications. The supplier shall supply the Buses as per the finally accepted Delivery Schedule deliver at the place/places detailed in the contract, the quantities of the buses detailed therein. The buses shall be delivered not later than the dates specified in the contract.

- 8.6 The Supplier shall commission the buses within 15 days of receipt of buses at Raipur/ Naya Raipur. If the Supplier fails to commission the buses during aforesaid period, the purchaser shall take actions as the provision of the General Conditions of Contract.
- 8.7 Notwithstanding any inspection and approval by the Inspecting Officer, ownership of the buses shall not pass on to the Purchaser until the buses have been received, inspected and accepted by the purchaser at Raipur/ Naya Raipur.
- 8.8 The Purchaser shall not be liable to render assistance to the supplier in securing or in arranging or providing transport for the ordered buses/goods.
- 8.9 The contract shall be severable contract. Failure to comply with delivery schedule shall attract specified Liquidated Damages, Risk Purchase and other provisions of this contract.
- 8.10 The Supplier shall allow reasonable facilities and free access to his works and records to the Inspecting 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.

9. RIGHT TO INCREASE/DECREASE

- 9.1 The Purchaser reserves the right to increase the number of Buses ordered by him from the initially contracted numbers of Buses, (i.e. the number of buses ordered in the LOA) at any time till the completion of delivery of the entire ordered number of Buses without any change in the Unit Price or other Terms & Conditions. The Purchaser reserves the right to decrease the number of Buses ordered by him by 25% (Twenty five percent) of the initially contracted numbers of Buses, (i.e. the number of buses ordered in the LOA) at any time till the final Prototype inspection is not approved by the Purchaser of the entire ordered number of Buses without any change in the Unit Price or other Terms & Conditions.
- 9.2 The increase of quantity shall be incorporated through an amendment. For the additional quantity, additional delivery period proportionate to the delivery period of the ordered quantity will be allowed. The Supplier will have to deposit performance security of additional amount separately within 30 days from the date of amendment of increased quantity in the same manner & method prescribed in the General Conditions of Contract.

10. INSURANCE

- 10.1 For the buses manufactured in India using imported aggregates, in the case of DDP destination contract, marine insurance covering transit risk upto Raipur/ Naya Raipur will be arranged and paid for by the Supplier.

- 10.2 For the buses manufactured in India, the purchaser shall not arrange for any transit insurance etc. separately and the Supplier will be responsible till the ordered quantity of all the buses arrives in safe and sound condition at destination complying with all statutory requirements. The insurance documents in original be submitted along with the other bus delivery documents. The insurance charges should be clearly indicated separately in the break-up of prices.
- 10.3 The Purchaser will advise the Supplier within ~~30 days~~ 24 hours of the arrival of buses at the destination, any loss/ damage etc. of the buses and it shall be the responsibility of the Supplier to lodge the necessary claim on the carrier and/ or insurer and pursue the same. The Supplier shall, however, at his own cost replace/ rectify the buses lost/ damaged to the entire satisfaction of the consignee, within 30 days from the date of despatch of intimation from the consignee, without waiting for the settlement of the claim.
- 10.4 The successful Tenderer/Supplier shall be entirely responsible for suitable packing wherever required keeping in view the arduous conditions during transportation, handling and storage in tropical conditions (including monsoon) so as to eliminate damage/ deterioration of buses during transit/ trans-shipment/ handling or storage.

11.ACCEPTANCE OF BUSES RECEIVED AFTER THE EXPIRY OF DELIVERYPERIOD

- 11.1 The Supplier is required to complete the supplies within the stipulated delivery period. In case Supplier fails to complete the entire/part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery period shall be subject to following conditions:
- a) The Purchaser will recover the pre-estimated liquidated damages from the Supplier as provided in the General Conditions of Contracts on the buses which the Supplier has failed to deliver within the period fixed for such delivery.
 - b) No increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales/Trade Tax/VAT, Service Tax & Freight Charges or on any account of any other tax or duty leviable in respect of the buses specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the said buses as are delivered after said date.
 - c) Notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said buses as are delivered after the said date.

- d) The Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in statutory levies, Custom Duty, Excise Duty, Sales/Trade Tax/VAT, Service Tax and duties or on account of any other ground which takes place during the currency of the contract and/ or after the expiry of the delivery date stipulated in the contract. The Supplier shall allow the said benefit in his bills and in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

12.DELAYS IN THE SUPPLIER 'S PERFORMANCE

12.1 In case of any delay by the Supplier in the performance of his obligations for delivery and commissioning of buses beyond the specified time or such extended time approved by the Purchaser at his sole discretion, the purchaser at his discretion may take 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; and/or
- d) Extend the delivery period for the unsupplied/ commissioned quantity with imposition of pre estimated liquidated damages and duties and taxes

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

12.3 The Supplier shall notify the Purchaser, in writing, of all sub-contracts, awarded under the contract. However, such sub contracts shall not release the Supplier from any liabilities or obligations under the contract. Notwithstanding above, no sub contracting is permissible for Annual Maintenance Contract, in case it is awarded to the supplier.

13. LIQUIDATED DAMAGES

13.1 If the Supplier 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 ~~Contractor~~ supplier, the Purchaser shall, without prejudice to other remedies under the Contract, levy/ deduct pre-estimated liquidated damages as follows:

- i. @ ~~0.5% (zero point five per cent)~~ 0.25% (Zero Point Two-Five percent) of the total value of the buses (inclusive of duties & taxes) which the ~~Contractor~~ supplier has failed to deliver/ commission within the period fixed for delivery/commissioning for delay of each week or part thereof up to 4(four) weeks of delay, and
- ii. @ ~~0.75% (zero point seven five per cent)~~ 0.50% (Zero Point Five-Zero percent) the total value of the buses (inclusive of duties & taxes) which the ~~Contractor~~ supplier 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 between 4 (four) weeks and 8 (eight) weeks and
- iii. @ ~~1% (one per cent)~~ 0.75% (Zero Point Seven-Five percent) 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 beyond 8 (eight) weeks. The decision of Purchaser shall be final in this regard.

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

- iv. The amount of pre estimated liquidated damages to be charged under the contract, in terms of preceding sub clauses shall not exceed 10% of the total value of contract (inclusive of duties & taxes but excluding annual maintenance contract charges). However, delays not attributable to the supplier, due to approvals at different stages shall be considered as delay by the supplier, for this purpose.

13.2 If the Supplier fails to deliver any or all of the buses or fails to complete the commissioning of same within the period (s) specified in the contract, the Purchaser shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages @ 0.50% of the total value of the buses (inclusive of duties & taxes but excluding annual maintenance contract charges) which the Supplier has failed to deliver/commission within the period fixed for delivery/commission for delay of each week or part thereof. The decision of Purchaser shall be final in this regard.

13.3 The amount of pre estimated liquidated damages to be charged under the contract, in terms of preceding sub clauses 13.1 shall not exceed 10% of the total value of contract (inclusive of duties & taxes but excluding annual maintenance contract charges). However, the pre estimated damages to be levied on the Supplier under annual maintenance contract period shall not be included in the aforesaid ceiling.

~~13.4 If the Supplier fails to ensure 95% availability of the buses under annual maintenance contract during warranty period and 95% beyond warranty period, the Purchaser shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated damages at the rate of Rs. 3000 per bus per shift. There shall be no ceiling on the pre-estimated damages to be levied on account of annual maintenance contract.~~

13.5 The Supplier agrees that pre-estimated damages mentioned in the General Condition of Contract are fair and genuine pre-estimate and not by way of penalty. The Supplier also agrees that he shall not dispute the same in any manner.

14. PROGRESS REPORTS AND INFORMATION OF DISPATCH

14.1 The Supplier shall, from time-to-time, render such reports concerning the progress of the contract and/or supply of the buses.

14.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against the Purchaser merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report.

14.3 Information of dispatch in regard to each and every instalment shall be made to the Purchaser, immediately on dispatch. The Supplier shall further supply to the Purchaser, or the authorised representative, as the case may be, the date of dispatch and other related details of the buses.

15. CONSEQUENCE OF REJECTION

If any consignment of buses is rejected by the Inspecting Officer or by the Purchaser during the testing, trials and commissioning and the Supplier fails to rectify rejected bus (s) within 30 days of rejection, the Purchaser shall be at liberty to:-

- a) require the Supplier to replace the rejected buses forthwith but in any event not later than a period of 30 days from the date of expiry of the rectification period and the Supplier shall bear all costs of such replacement including freight and insurance

etc., if any, on such replacement and shall not be entitled to any extra payment on that or any other account; or

- b) purchase or authorize the purchase of quantity of the buses rejected of same or similar description (when buses exactly complying with "particulars" are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Supplier at his risk and cost and without affecting the Supplier 's liability as regards the supply of any further instalments due under the contract; or
- c) cancel the contract and purchase or authorise the purchase of the buses of same or similar description (when buses exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Supplier. In the event of action being taken under (b) above or under this Para, the provisions of preceding sub-clause 16.2 above will apply as far as applicable.

16. TERMINATION FOR DEFAULT

16.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or in part:

- a) if the Supplier 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 and/or
- b) if the Supplier fails to perform any other obligation(s) under the contract.

16.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may enter into fresh contract with any other Supplier for completing the unfulfilled portion of the contract and the Supplier (whose Contract is terminated) shall be liable to the Purchaser for any excess costs for such buses, their commissioning and maintenance for Warranty/Annual Maintenance Contract Period (and/or remaining part of Warranty/Annual Maintenance Contract Period). However, the Supplier shall continue performance of the contract to the extent not terminated.

17.FORCE MAJEURE

17.1 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.

- 17.2 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, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative.
- 17.3 The party which is unable to perform its obligations under the present contract shall, within ~~seven (07)~~ Thirty (30) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. -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 Supplier for not performing his obligations under this clause/contract.
- 17.4 Any waiver/extension of time in respect of the delivery of any instalment 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.
- 17.5 If such inability on account of force majeure to perform continues for a period of more than three (3) 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.
- 17.6 The Supplier 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 if it is due to the result of Force Majeure.

18. INDEMNITY

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the buses for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered design or trade mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier, shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

19. CORRUPT PRACTICES

- 19.1 The Bidder/Supplier shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of

any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or for showing any favour or forbearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the Bidder/Supplier, or any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants, shall entitle the Purchaser to cancel the contract and all or any other contracts with the Supplier and to recover from the Bidder/Supplier the amount of any loss arising from such cancellation in accordance with the provisions of clause 9 as applicable.

19.2 Any dispute or difference in respect of either the interpretation, effect or application of the above sub-clause or of the amount recoverable there under by the Purchaser from the Bidder/Supplier, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Bidder/Supplier.

20.INSOLVENCY AND BREACH OF CONTRACT

20.1 The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Bidder/Supplier in any of the following events, that is to say:-

- a) if the Bidder/Supplier being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) if the Bidder/Supplier being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c) if the Supplier commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Supplier shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Bidder/Supplier shall, under no circumstances, be entitled to any gain on repurchase.

21. LAWS GOVERNING THE CONTRACT

- 21.1 This contract shall be governed and interpreted in accordance with the laws of India.
- 21.2 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at Raipur, Chhattisgarh
- 22.3 The competent Courts of Raipur Chhattisgarh, shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.
- 22.4 The Supplier shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.

22. SETTLEMENT OF DISPUTE AND ARBITRATION

22.1 Amicable Resolution

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 resolution of the same, in accordance with the procedure set forth in the General Conditions of Contract.

22.2 In the event of any question, dispute or differences arising under these Conditions or in connection with this contract except as to any matter the decision of which is specially provided for by these Conditions, the same shall be referred to the Sole Arbitrator. The party wanting to initiate arbitral proceedings shall intimate in writing to the other party of its intention in this respect. On receiving such intimation, the other party shall send a list of three persons proposing the names one of whom shall function as sole arbitrator. This shall be done within 30 days from the date such intimation received from the first party. The first party shall then select one person out of the list of three persons to function as arbitrator. This shall be done by the first party within 15 days from the date he receives the list from the other party. In case of failure of the second party to furnish a list of 3 persons within the specified period of 30 days, the first party shall get the sole arbitrator appointed through high court in Chhattisgarh.

22.3 In the event of the Arbitrator dying, neglecting or refusing to act, or resigning or being unable to act for any reason it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing arbitrator in the manner aforesaid.

22.3 The Arbitrator may from time to time, with the consent of all the parties to the contract enlarge the time for making the award upon every and any such reference. The cost of arbitration shall be shared equally by both the parties unless otherwise decided by the sole arbitrator through the award.

22.4 The venue of arbitration shall be Raipur, Chhattisgarh, India or any other place mutually agreed.

22.5 The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete provided always that the obligations of the Purchaser, and the Supplier shall not be altered by reasons of arbitration being conducted during the progress of the work. The Supplier shall not be entitled to suspend the work. The Purchaser will take further action as per the provision of the contract.

22.6 The award of the sole Arbitrator shall be binding on the parties.

22.7 The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996, as amended from time to time, including provisions in force at the time of the reference is made.

23. SUPPLIER 'S RESPONSIBILITY

23.1 The Supplier shall be entirely responsible for the execution of the contract strictly in accordance with the terms of the Technical Specification and the General Conditions of Contract, Instruction to the bidders and other conditions of contract.

23.2 Any approval that may be given by the Purchaser or Inspecting Officer or any agency on behalf of Naya Raipur Development Authority (Purchaser) shall only be deemed to be the approval in principle. Notwithstanding such approval the Supplier shall be fully and totally responsible for the satisfactory performance and compliance with the contract specifications and conditions. The Supplier shall be responsible for taking all the necessary approvals and permissions from the Government of India and from the Government of Chhattisgarh as the case may be and shall be responsible and liable for payment of all statutory and -statutory dues during the performance of its obligations under the contract.

24. WARRANTY

24.1 The Supplier will be responsible for any defect or failure of Buses or equipments provided in these buses due to defective design, material or workmanship, for a period of operation upto 2,00,000 Kms for each Bus from the date of placement in service after registration from Transport Department, Raipur, Chhattisgarh. The rectification/ replacement

of failed components/ equipments will have to be undertaken by the Supplier free of charge at Purchaser's workshop/depot. The Supplier shall collect the failed & defective components/ equipments from Purchaser site and send them to the works of the suppliers at his cost and responsibility. This will be arranged directly by the Supplier or his representative. Further, should any design modification be required to be made in any assemblies/ sub-assemblies such as engine, Fuel Injection system, self-starter & alternator, automatic transmission, air suspension, front axle, rear axle, steering, electronic destination board of the buses etc, the stipulated warranty period of 2,00,000 km of operation shall commence from the date when the modified assemblies/ sub-assemblies/ parts/ design is commissioned in service.

24.2 The Supplier will be required to station required number of competent engineers/supervisors along with necessary spare parts during testing & commissioning of the buses at his cost. However, at least one competent engineer will necessarily be stationed during the entire warranty period for the evaluation of the performance of the buses & keeping liaison with the Purchaser. Necessary technical personnel will also be deputed by the Supplier at his cost for investigating defects and failures and carrying out modifications as and when required during the warranty period.

24.3 The Supplier shall ensure the availability of 97% of the buses during warranty period. In case of failure to keep 97% availability of the buses, the Supplier shall be liable for pre estimated damage of Rs.3000/- per bus per shift. In case of period beyond the Warranty period during the AMC if applicable, the availability period may be reduced to 95% in stages. The availability will be calculated from shift wise availability of each bus on six monthly basis.

25. REMOVAL OF REJECTED BUSES

25.1 On rejection of any bus, subjected to inspection or assessment of performance during testing and commissioning at a place other than the premises of the Supplier, such buses shall be removed by the Supplier at his own cost subject as hereinafter stipulated, within 30 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Supplier at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Supplier, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected buses till the price paid for such buses is refunded by the Supplier save that such retention shall not in any circumstances be deemed to be acceptance of the buses or waiver of rejection thereof.

25.2 All rejected buses shall in any event and circumstances remain and always be at the risk of the Supplier immediately on such rejection. If such buses are not removed by the Supplier within the period aforementioned, the Inspecting Officer/ Purchaser may remove the rejected buses and either return the same to the Supplier at the risk and cost of the Supplier by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose off such buses at the Supplier 's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals and any price refundable by the Supplier as a consequence of such rejection.

26. PAYMENT TERMS

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

a) Mobilization advance of 30% basic price of the order size shall be given after signing of the agreement and on receipt of Bank Guarantee of value of the mobilization advance in the format which shall be prescribed by NRDA. The Mobilization Advance shall be proportionately deducted from the subsequent payments that may be made under the contract.

a) b) ~~Payment for 80% the total price of each consignment of the Buses dispatched will be made to the Supplier on receipt of the buses by the consignee, minus the portion of the Mobilization Advance, will be made within 30 days of receipt of bill along with the documents as specified below:~~

- i. Two Copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii. Provisional receipt certificate in original issued by consignee;
- iii. Two Copies of packing list identifying contents of each package;
- iv. Insurance certificate;
- v. Manufacturer's/Supplier's warranty certificate;
- vi. Inspection certificate issued by the nominated inspection agency, if any
- vii. Certificate of origin.
- viii. Original copy of consignee's receipt for maintenance and service manuals (10 sets per 100 buses or part thereof).

b)-c) Balance 20% payment would be made within 30 days against 'Final Acceptance Certificate' of the buses to be issued by the consignees, subject to recoveries, if any, either on account of -rectification of defects/deficiencies not attended by the Supplier or otherwise.

26.2 Payment for Annual Maintenance Charges: In case of an AMC, all payment in respect of AMC shall be made in Indian Rupees to Indian/Foreign Supplier in accordance with General Conditions of Contract.

26.3 The Supplier shall not claim any interest on any overdue/ or unadjudicated payments under the contract.

26.4 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

27. SERVICE MANUALS AND SPARE PARTS CATALOGUES

27.1 Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least 10 sets, along with the first supply. The draft contents of the manuals shall be submitted for approval of the Purchaser. Detailed spare parts catalogue listing all components manufactured or purchased (ten copies) shall be supplied without any extra charge. All manuals and catalogues shall be delivered along with the delivery of the Buses.

27.2 The Supplier shall also furnish breakup of the price of the bus giving cost of all the components/assemblies of the bus. The break up shall be furnished along with the prototype, to be submitted for approval of the purchaser with in 02(two) months of despatch of letter of acceptance. The Supplier shall give an undertaking along with the price break up that the rates of the parts quoted by them are reasonable and do not exceed the rates at which these parts are available on DGS&D/ ASRTU rate contracts, if any. In case parts are not available on rate contract, the Supplier shall give an undertaking that the rates they have quoted are not more than the rates at which these parts are normally available in the market.

28. TRAINING

28.1 Following training shall be provided by the Supplier:

The Supplier shall arrange orientation training at Raipur/ Naya Raipur Chhattisgarh for two days for drivers @ 2 drivers for each bus in batches of 20. Similarly, orientation training shall be arranged at Raipur/ Naya Raipur, Chhattisgarh for 3 days for

technicians/supervisors/engineers (maximum for 50 personnel). Bus/fuel/available facilities with the Purchaser will be provided by the Purchaser and course materials will be provided by Supplier on free of cost basis. This training will be provided free of cost, as and when required by the Purchaser during the currency of Contract.

29. PROVISIONAL RECEIPT CERTIFICATE

The purchaser shall issue provisional receipt certificate within three working days (excluding the holidays) of receipt of bus (es) in good conditions at place mentioned by purchaser in Raipur/Naya Raipur, Chhattisgarh.

30. FINAL ACCEPTANCE CERTIFICATE

The Final Acceptance Certificate shall be issued by the Purchaser within 30 days of receipt of the Buses after final inspection and satisfactory commissioning of the buses at place mentioned by purchaser in Raipur/Naya Raipur, Chhattisgarh.

31. AMENDMENTS

The Purchaser, without prejudice, can make amendments, and/or modifications in the Contract in writing.

32. ANNUAL MAINTENANCE CONTRACT (AMC):

32.1 The Supplier shall be required to submit their comprehensive AMC offer for maintenance of bus including detailed terms and conditions upto mentioned kilometres 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 etc. inclusive of labour cost to ensure 95% availability during warranty period and reduced to 95% availability after warranty period in stages. The Supplier 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/ sub assemblies etc) till mentioned kilometres operations.

~~32.2 The buses are expected to be operated in one or more shifts basis daily. 95% availability of the buses shall be calculated using shift wise availability of the buses on quarterly basis. All buses have to be made available by the Supplier for operations as per quantitative and time~~

~~line requirements of the purchaser or his authorized representative. As the operational time schedules have to be maintained, availability of buses have to be ensured within five minutes of the scheduled requirements given to the Supplier earlier, failing which the purchaser will be entitled to recover liquidated damages at the rates decided by the purchaser. However any bus made available for morning out shedding latest by 6 AM shall only be considered available for the morning shift. Similarly a bus made available for evening out shedding latest by 4 PM shall be considered available for the evening shift. It implies that each bus should be available for 95% of the shifts taken on quarterly basis. If the bus fails to go on scheduled duty because of some maintenance defects/break down but leaves the depot after 6AM / 4PM i.e. late, it will not be considered available for that shift even if it operates. Besides, if the bus breaks down enroute after leaving the depot on schedule, it will not be considered available for that shift. For every bus, record will be maintained by the Purchaser. However, the Supplier can also inspect the records, if required.~~

~~32.3 In case buses do not operate in any particular shift(s) because of natural disaster, riots or such other reasons beyond the control of Supplier, this period shall be excluded while calculating the availability of the buses on six monthly basis. Similarly, where the bus can not operate because of being impounded in police/ judicial custody or for such other reason, this period shall be excluded for calculating the availability of the bus provided the availability of the bus is not due to an event caused by improper maintenance or negligence on the part of the Supplier. Whether the Supplier was responsible for the event or not, the decision of the purchaser shall be final in this regard.~~

~~32.4 The buses shall be under warranty for a period of two years or operations of the buses upto 2,00,000 Kilometers, whichever is later. Under AMC, during warranty period, the Supplier shall charge for providing comprehensive maintenance of the buses, excluding servicing/spares parts/consumables etc covered in Warranty. Hence, in case any bus completes the mileage of 2,00,000 Kilometers before expiry of two years (i.e. warranty period), the AMC charges, till expiry of warranty period (i.e. two years) shall be paid to the Supplier at the rates as are applicable for the slab of 75,001 to 2,00,000 Kms.~~

~~32.5 These buses shall be attended at Purchaser Depots as well as on line for minor repairs to minimize down time. The maximum response time for breakdown complaint on line, during annual maintenance period (i.e. time required for suppliers' maintenance engineers to report to the site after a request call/telegram/fax/email is made or letter is written) shall not exceed 4 hours within Raipur, Chhattisgarh or in immediate vicinity of Raipur, Chhattisgarh. During Annual Maintenance Contract Period, the Supplier would provide his well trained resident engineers/Technicians/trained staff etc to attend to the maintenance~~

~~and servicing of bus (es) to ensure quality assurance/control etc. and for checking and preventive maintenance prior to the schedule of departure of each bus daily/regularly.~~

~~32.6 The bus wise maintenance shall be on regular basis to ensure at least 95% availability during AMC period. In case of failure to arrange for an immediate repair/maintenance to keep 95% availability, the Supplier shall be liable for pre-estimated damages of Rs.3000/- per shift per bus. The amount of pre-estimated damages will be recovered from outstanding payment of the Supplier or from performance security as the case may be. The Supplier agrees that the aforesaid pre-estimated damage is a fair and genuine pre-estimated and he shall not dispute the same in any manner. The pre-estimated damage of Rs 3000/- per bus per shift shall be reviewed upwards after every financial year and re-fixed based upon gross average earning per bus per shift of these buses during the last financial year in the depot. There shall be no upper ceiling limit on the pre-estimated damages to be levied during annual maintenance contract period.~~

~~32.7 Repairs due to accidents because of the reasons attributable to the defects/mechanical failure of the bus shall be the responsibility of the Supplier. Purchaser's decision regarding whether the accident is because of defects/mechanical failure or otherwise shall be final. The cost of repairs on account of the accidents due to war, civil commotions, strikes, floods, earthquake and explosion as well as accidents not attributable to defects/mechanical failure, shall be borne by the purchaser. After repairs have been carried out, the bus shall continue to be covered by the above AMC.~~

~~32.8 Minimum reasonable & justifiable rates (Rupees) on per km. basis shall be quoted for different years of life span of the bus for Comprehensive Annual Maintenance Contract inclusive of spares/ consumables/ servicing/ maintenance, labour.~~

~~32.9 All supplies of spares for above AMC will be arranged by Supplier by using his own resources including imports. All spares supplied will be of manufacturer's brands or brands as indicated by the Supplier in the bid and/or in the contract. The consumables & lubricants shall be of brands as recommended by the manufacturer.~~

~~32.10 The purchaser shall provide adequate sitting space for Supplier's engineer/ technician /labourers at its depot during AMC period (including warranty period). The purchaser shall also provide storage space for storing the essential spares for maintenance of buses. However, Supplier shall be required to bear the expenditure towards cost of Electricity, water and such other charges which he has to incur to provide the AMC services. Supplier shall settle all the expenditure towards electricity, water and such other charges/ bills, which he has to incur to provide the AMC services, on regular basis and submit documentary proof in support of that along with bill for AMC payment. In case Supplier fails to pay the outstanding bills of water, electricity etc as mentioned above, the purchaser will make the~~

~~payment of AMC charges after recovering necessary deduction on account of outstanding bills. Supplier shall be required to make his own arrangement for Plant and Machinery, Tools, Jigs & Fixtures etc. required for proper Maintenance Services during Warranty and AMC period.~~

~~32.11 The Supplier will maintain the buses on line for minor repairs. The repairs of routine nature/inspection of the buses shall be under taken at purchaser's depot. However, major repairs shall be undertaken at the Supplier's own workshop. Towing of vehicles/buses from the place of failure/accident to the place of repairs shall be the responsibility of the Supplier. No extra cost shall be paid by the purchaser for towing of vehicles.~~

~~32.12 Payment for AMC will be made on quarterly basis. After every quarter, the Supplier will submit the bill; the Purchaser will arrange the payment within 30 days of receipt of bill subject to any recoveries towards pre-estimated damages.~~

~~32.13 In case Supplier does not perform the AMC contract satisfactorily, purchaser may terminate the Contract, forfeit the performance guarantee and take action for remaining portion of AMC period. Purchaser's decision in this regard shall be final.~~

~~32.14 The Supplier shall be responsible for taking Vehicle Fitness Certificate, Pollution under Control certificate and such other statutory certificates as are required to be taken from time to time at his own cost during the entire AMC period (including warrantee period). No extra time shall be given for maintenance services and other jobs viz getting pollution certificate, fitness certificate etc. Any extra time taken by the Supplier for such works will be taken as down time & shall be so taken for the purpose of calculating 97% availability in warranty period reduced to 95% availability in post warranty period in stages.~~

~~32.15 It shall be the responsibility of the Supplier to comply with all the laws as applicable from time to time during the period of Annual Maintenance Contract including Employees State Insurance/Labour/Provident fund and/or any other statutory requirement for the Supplier's personnel. The Supplier may be asked by the purchaser to submit proof of making statutory payment. On the failure on the part of Supplier to furnish the same, the purchaser may make deductions as necessary from the pending payments towards meeting the cost of due statutory payments. Further the Supplier will keep the purchaser indemnified against the payment of any statutory duties, payment of which is the responsibility of the Supplier.~~

~~32.16 The calculation of mileage for the purpose of AMC charges and otherwise shall not be as shown by the milometer/speedometer of the bus. Instead the kilometres covered by the buses shall be decided on the basis of actual Kilometres operated by the bus and as recorded on the driver's memo and Purchaser's control room. The mileage recorded by the bus in the duty memos shall be regularly transferred to the log book of the bus for~~

~~record and for calculating payment of AMC charges. In the event of bus operation carried out under management contract / lease contract etc on behalf of the purchaser, the AMC charges shall be payable to the Supplier for the kms actually operated and paid to the operations Supplier.~~

~~32.17 Subcontracting of the AMC shall not be permissible. This means that the Supplier shall not sub-let the contract to any other firm/entity. The Supplier shall be solely and fully responsible for the AMC of the buses.~~

~~32.18 The Supplier shall be responsible for all upkeep and maintenance including exterior and interior cleanliness and presentability of the bus. No bus shall leave for shift operations unless or until it is properly maintained. The decision of the purchaser shall be binding on the Supplier in this regard. Besides any checks indicated herein, a check list of bus related items will be provided to Supplier at the later stage. A bus defective w.r.t. any of such items will not be considered available for operations while calculating the quarterly performance.~~

~~32.19 All the unserviceable/ defective parts/ items/used lubricants etc. replaced by the Supplier from the Buses shall be the property of the Supplier.~~

~~32.20 The Supplier shall take adequate insurance cover for the buses, in custody of the Supplier for maintenance during AMC period, to protect the purchaser from any loss because of damages (including fire) to the bus. The loss of whatsoever nature / kind while the bus is in transit from the Depot to the repair / maintenance workshop of the Supplier, shall be borne by the Supplier except and to the extent it is indemnified or realized from the Insurance Policy undertaken, if any, by the purchaser.~~

~~32.21 The purchaser reserves the right to cancel the Annual Maintenance Contract at any time during the currency of contract after giving three months prior notice to the Supplier. In such case, the Supplier shall have no claim on the purchaser and remove his manpower and all machines/equipment from the site and vacate the site within three months of receipt of such notice of cancellation of AMC.~~

~~32.22 While the AMC requirement in the above clauses has been stated for the morning and evening shift of the buses, the requirement mutatis mutandis will also be applicable for night shift with the proviso that only upto 20% availability of buses will be asked for by the purchaser for the night shift. Further the buses for the night shift would be made available by the Supplier latest by 11.00 PM. Subject to the above, the precise number of buses required by the purchaser for the night shift would be informed in advance to the Supplier.~~

- ~~32.23 The Supplier will be responsible for meeting the cost and consequences, whether civil or/and criminal, of any Challan/fine/prosecution etc. owing to any act or negligence on the part of the Supplier under the Contract.~~
- ~~32.24 The latest time by which the bus has to be made available by the Supplier for use by the Purchaser has been stated as 6 AM, 4 PM and 11 PM for the morning, evening and night shift respectively. However, the Purchaser reserves his right to alter time after giving at least two weeks notice to the Supplier.~~
- ~~32.25 Adverse operating conditions shall not affect the Contractual obligations and parameters of performance of the Supplier under the Contract. Wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. will not be a defence on the part of the Supplier for not fulfilling his Contractual obligations as per the Contract.~~
- ~~32.26 The Purchaser reserves his right to advertise in or use for publicity the interiors and exteriors of the bus, in any form and manner as deemed fit, during the currency of the Contract. The Supplier will not claim any share in the revenue arising out of this advertisement/publicity. Further, the Supplier will not claim any extra cost of maintenance on this account. The Supplier will take due care of the advertisement/publicity materials while carrying out the maintenance activities. Nor should the quality/parameters of the AMC services provided by the Supplier get impaired due to such advertisements/publicity.~~
- ~~32.27 The Purchaser reserves his right to install value added services such as CCTV, Cameras/phone/entertainment and information equipment etc. and other gadgets/equipments such as Automatic Vehicle Tracking System, Global Positioning System, Automatic Ticketing Machine etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. The Supplier will not claim any share in the revenue, which may accrue to the Purchaser due to the aforementioned services/equipments/gadgets. The Supplier will also not increase or hike the AMC charges under the contract because of the above. Nor should the quality/parameters of the AMC services provided by the Supplier get impaired due to such installations / equipments. The Supplier will take due care so as to ensure that there is no damage to the installation/equipments etc., while providing the maintenance service. The Purchaser may have a separate maintenance contract for these additional equipments/installations and the Supplier will have no objection for the same.~~
- ~~32.28 The technical specifications and other parameters of performance of the bus as provided in the Contract will be maintained by the Supplier during the entire AMC period (warranty and post warranty) up to mentioned kms.~~
- ~~32.29 While reviewing upwards the pre-estimated liquidated damages to be levied on account of Supplier's failure to keep 95% availability in terms of GCC, the calculation for the gross average earning would take into consideration the earnings of the morning and evening shifts only and not the earnings of the night shift. However the pre-estimated damages as~~

~~calculated above will be applicable for shortfall, if any, in providing buses for night shift also.~~

~~32.30 The purchaser may operate the buses on his own or on management / lease contract or any other arrangement / contract through a third party. The Supplier will have no objection to any such arrangement and discharge all his obligations / contractual requirements as given in the bid document / agreement etc. same way as for the purchaser. A tripartite agreement amongst the Supplier, the purchaser and the bus operator/lease or management contract holder third party may be signed for the purpose.~~

PART IV
TENDER FORMS & OTHER FORMS

Format: T-1
COVERING LETTER

Dated:

To,

**Chief Executive Officer,
Naya Raipur Development Authority
Capitol Complex, Sector – 19,
PIN 492002
Naya Raipur(Chhattisgarh)India.**

Sub: Tender for Supply of Diesel Fuel Propelled AC BRT ~~High Floor~~ Mini/Midi 900 mm Floor Buses -10 nos, under JnNURM.

Dear Sir,

With reference to your Notice inviting Tender document no. NIT No.4577/624(MINI)/9-CEP/NRDA/2013 Naya Raipur, Dated 03/10/2013 and subsequently Modified Tender Document No. 6049/623(MINI/MIDI)/9-CEP/NRDA/2013 Naya Raipur, Dated19 /12/2013

- 1 , I/we, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the aforesaid supply. The Tender is unconditional and unqualified.
- 2 All information provided in the Tender forms and documents appended thereto is true and correct. I/We shall make available to NRDA any additional information it may find necessary or require to supplement or authenticate the Tender.
- 3 I/ We acknowledge the right of NRDA to reject our Tender without assigning any reason and the right of NRDA to purchase lower number of buses upto 75% of the number of Buses specified for purchase and also the right at to split the contract among two or more Tenderers. and hereby waive our right to challenge the same on any account whatsoever.
- 4 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part.
- 5 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Tender Documents, including any Addendum issued by NRDA.

- (b) I/ We do not have any conflict of interest in accordance the Tender document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender document, in respect of any tender or request for Tender issued by or any agreement entered into with the NRDA or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6 I/ We understand that NRDA may cancel the Tender Process at any time and that NRDA is not bound to accept any Tender that it may receive.
- 7 I/ We declare that we are not a Member of a/ any other firm submitting a Tender for the Service.
- 8 I/ We certify that in regard to matters including security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.
- 9 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 10 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 11 I/ We undertake that in case due to any change in facts or circumstances during the Tender Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate NRDA of the same immediately.
- 12 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the NRDA in connection with the selection of the Tenderer, or in connection with the Tender process itself, in respect of the above mentioned service and the terms and implementation thereof.

- 13 In the event of my/ our being declared as the successful Tenderer, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the Tender Due Date. We agree not to seek any changes in the aforesaid draft and agree to a Tender by the same.
- 14 I/We have studied all the Tender Documents carefully and also surveyed the service area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by NRDA or in respect of any matter arising out of or concerning or relating to the Tender Process including the award of contract.
- 15 The rates have been tendered by me/us after taking into consideration all the terms and conditions stated in the Tender and the draft Agreement.
- 16 I/We offer an EMD of Rs. Rs. 5 Lakh (Rs. Five Lakh only) to NRDA in accordance with the Tender Document.
- 17 I/We agree and understand that the Tender is subject to the provisions of the Tender Documents. In no case, I/We shall have any claim or right of whatsoever nature if the contract is not awarded to me/us or our Tender is not opened.
- 18 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Tender Due Date specified in the Tender.
- 19 I/ We confirm that we are not barred by Government of Chhattisgarh (GoCG), NRDA or any other State Government in India (SG) or Government of India (Gol), or any of the agencies of NRDA/SG/Gol from participating in any category of projects/supply/services including the supply of Bus.
- 20 I/We certify that the rates quoted are minimum/ reasonable & we have not charged lower rates from any other Government Departments/State Transport Undertaking for City Bus conforming to same specifications recently.
- 21 I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)
Name and seal of Tenderer

Format: T-2

POWER OF ATTORNEY FOR THE BID SIGNATORY

{On Requisite Stamp Paper}

TO WHOMSOEVER IT MAY CONCERN

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our **Tender for Supply of Diesel Fuel Propelled AC BRT-High Floor Mini/Midi 900 mm Floor BRT Buses-10 nos, under JnNURM**. Including signing and submission of all documents and providing information/ responses to Naya Raipur Development Authority ("NRDA"), representing us in all matters before NRDA in all matters in connection with our Tender for the said Service.

I/We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I /We Accept

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s). Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bus Manufacturer.

In case the Tender is signed by an authorised Director of the Bus Manufacturer, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format: T-3

GENERAL INFORMATION OF THE TENDERER

S.No.	Particulars	Details
1.	Basic Information of Organization	
a)	Name of Firm	
b)	Country of incorporation	
c)	Address of the corporate headquarters and its branch office(s), if any, in India	
d)	Date of incorporation and /or commencement of business	
e)	List of current directors	
f)	Other key management personnel	
2	Brief description of the Company including details of its main lines of business	
3	Details of individual(s) who will serve as the point of contract/communication within the company: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-mail Address (f) Fax Number	
4	Details of the manufacturing facility	

Signature

Name

Designation

Company

Date

Company Seal

Format: T-4

PERFORMANCE STATEMENT

Details of manufacture and supply of buses which are satisfactorily operating in City Bus Services within last three years ending on 31st March'2013.

S.No.	Contract placed by (Full address of Purchaser)	Contract No./ Date & Value of Contract	Description and Numbers of buses ordered		Date of completion of delivery (As per actual)
			Description	Number	

We certify that the buses supplied by us are satisfactorily operating in City Bus Services within last three years ending on 31st March 2013.

Note: Please attach certificates/documents in support of the Performance Statement.

SIGNATURE AND SEAL

(OF THE BUS MANUFACTURER OR HIS AUTHORISED
REPRESENTATIVE HOLDING POWER OF ATTORNEY)

Format: T- 5

TURN OVER OF LAST THREE FINANCIAL YEARS

We confirm that the turnover during the last three financial years ending on 31st March 2013 pertaining to supply of Buses/Bus Chassis of the company are –

Financial year ended	Turnover in INR
March 2011	
March 2012	
March 2013	
Average annual turnover	

Note: - Certificate of statutory Auditor/Chartered Accountant should be submitted in support of the Turnover.

Place:

Date:

Authorized Signatory

Name

Designation :

Stamp/Seal:

Format: T-6**TECHNICAL SPECIFICATION AND STATEMENT OF DEVIATIONS**

The technical specifications for AC Mini/Midi 900 mm Floor BRT Buses should be as per the latest specification for BRT Mini/Midi Buses published by Ministry of Urban Development, Government of India and subsequent amendment if any which are available at <http://jnnurm.nic.in/funding-of-buses.html>. The tenderer is required to clearly describe the deviation if any from the same separately for MINI and MIDI Buses:- :-

Sr. no.	Item	Deviation
(1)	(2)	(3)

2. Intelligent Transport System (ITS) in Buses

The following requirements are to be noted by the supplier while submitting the tender –

2.1 Four major components of Intelligent Transport System (ITS) in Buses will be supplied, installed and maintained by the ITS System Integrator (SI) to be selected by NRDA under a separate direct contract. Payment for this part of the ITS will be done by NRDA under a separate agreement with ITS SI.

2.2 Out of the ITS systems proposed by MoUD in Urban Bus Specifications II the ITS SI would be responsible for

- (i) Passenger Information system, LED boards (4 LED boards)
- (ii) Integrated control unit for PIS, announcement and Vehicle Tracking
- (iii) RFID sensor and station door operation mechanism
- (iv) Security Camera Network (SCN) System comprising 2 Cameras installed at front and rear of the bus to enable complete view of the bus and one DVR (Digital Video Recorder)

2.3 The Bus manufacturer/supplier will be responsible for supplying the Other ITS/electrical system mandated as required as per UrbanBus Specification II like

- (i) Electrical wiring & Control system wiring
- (ii) Multiplexing/CAN network for to be integrated with ICU as per CAN 2B(J1939), also the VHMD parameters as per urban bus specification to be provide as single CAN 2B(J1939)
- (iii) the voice announcement speaker system
- (iv) any other as per Urban Bus Specification II

2.4 The bus supplier shall provide Wiring & Installation Arrangements for ITS components at pre-designated slots, as per the Urban Bus Specification II for fitments at later stage by the ITS SI.

2.5 Bus supplier should make provision for mounting/installation of these equipment as per sizes given in Urban bus specifications

2.6 The ITS will be Operatable on 24 Volt DC power obtained from vehicle battery. The Bus Supplier shall take adequate measures to ensure appropriate quality of power supply including connector/fuses/switches required for operations of these equipment's as per Urban Bus Specifications II.

Format: T-7

GUARANTEED LIFE OF BUS AGGREGATES

S.No.	Item	Aggregate life in km before reconditioning	Life in km for each reconditioning
1	Engine		
2	Gear box Manual Type*		
3	Clutch for 2*		
4	Front Axle		
5	Rear Axle		
6	Steering		
7	Air Suspension		
8	Battery		
9	Alternator		
10	Self – starter		
11	Pneumatic door cylinder		
12	Catalytic converter, if fitted		
13	Anti-skid/ anti-lock braking system (ABS/ASR)		
14	Others		
15	Automatic Transmission *		

* Which ever applicable as per detailed specifications

The guaranteed life of the bus: YearKms.

Format: F-1A: for MINI Buses
FINANCIAL TENDER FOR SUPPLY OF BUSES

To

The **Chief Executive Officer,**
 Naya Raipur Development Authority
 Capitol Complex, Sector – 19,
 PIN 492002
 Naya Raipur(Chhattisgarh)India.

We, M/s (Name of the tenderer/firm) _____ hereby certify that we shall supply the AC MINI 900 mm Floor BRT buses as per prescribed specification manufactured from the manufacturing premises in India. The production methods, quality control and testing of all materials and parts manufactured or used by us are in conformity with the tender requirements / shall be open to inspection by the representative of the Purchaser. We hereby offer to supply the following items at the price indicated below:-

A. Prices for AC BRT Buses (In Indian Rupees):

Description & Model No.	Quantity	All inclusive Price per each Bus (Cost to NRDA at Raipur)	Total Bus Price
1	2	3	4=2 x3
	10 Buses		

Total Price in Words in INR

2. The Break up of all inclusive prices quoted in 'Column-3' above are given below -

(In Indian Rupees)

	Basic Price	Parking Charges, if any	Excise Duty	Other Levies	Sales Tax/VAT	Forwarding charges	Insurance Charges	Freight to Destination	Any other Charges	Bus price per unit at Raipur Chhattisgarh, India
	1	2	3	4	5	6	7	8	9	10

(NOTE: (i) In case of discrepancy between unit price and total price, the price as favourable to the purchaser shall prevail. In case of difference between the price in figures & words, the price quoted in words will prevail.)

(ii) The purchaser shall have option to approve the tenders either for MINI Buses or MIDI Buses

3. I/ We certify that the rates quoted are minimum/ reasonable & they have not charged lower rates from any other Government Departments/State Transport Undertaking for City Bus conforming to same specifications recently.
4. It is hereby certified that we have understood the Instructions to Tenderers, General Conditions of Contract Technical specification, Schedule of Requirements and all other terms and conditions given in the bid documents and have thoroughly examined the specification given in the Tender documents. We are fully aware of the type of Buses required and our offer is to supply the buses strictly in accordance with the requirements and according to the terms of Tender document. We agree to abide by the conditions of the bid documents.
5. I/We hereby offer to supply the buses and services detailed above or such portion thereof as the Purchaser may specify in the Letter of Acceptance / Contract at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We confirm that the guaranteed life of the buses is - ----- years from the date of commissioning.
6. We understand and agree that NRDA reserves the sole rights to change the delivery schedule and cost of that particular year will be applicable in that case.
7. We understand that in case of any variation in of central and state taxes/levies, the variation shall be applicable and will be charged accordingly at the time of supply.

Place:

Date:

Authorized Signatory

Name

Designation :

Stamp/Seal:

Format: F-1 B : for MIDI Buses**FINANCIAL TENDER FOR SUPPLY OF BUSES**

To

The **Chief Executive Officer**,
 Naya Raipur Development Authority
 Capitol Complex, Sector – 19,
 PIN 492002
 Naya Raipur(Chhattisgarh)India.

We, M/s (Name of the tenderer/firm) _____ hereby certify that we shall supply the AC MIDI 900MM Floor BRT buses as per prescribed specification manufactured from the manufacturing premises in India. The production methods, quality control and testing of all materials and parts manufactured or used by us are in conformity with the tender requirements / shall be open to inspection by the representative of the Purchaser. We hereby offer to supply the following items at the price indicated below:-

A. Prices for AC BRT Buses (In Indian Rupees):

Description & Model No.	Quantity	All inclusive Price per each Bus (Cost to NRDA at Raipur)	Total Bus Price
1	2	3	4=2 x3
	10 Buses		

Total Price in Words in INR

1. The Break up of all inclusive prices quoted in 'Column-3' above are given below -

(In Indian Rupees)

	Basic Price	Parking Charges, if any	Excise Duty	Other Levies	Sales Tax/VAT	Forwarding charges	Insurance Charges	Freight to Destination	Any other Charges	Bus price per unit at Raipur Chhattisgarh, India
	1	2	3	4	5	6	7	8	9	10

(NOTE: (i) In case of discrepancy between unit price and total price, the price as favourable to the purchaser shall prevail. In case of difference between the price in figures & words, the price quoted in words will prevail.)

(ii) The purchaser shall have option to approve the tenders either for MINI Buses or MIDI Buses

2. I/ We certify that the rates quoted are minimum/ reasonable & they have not charged lower rates from any other Government Departments/State Transport Undertaking for City Bus conforming to same specifications recently.
3. It is hereby certified that we have understood the Instructions to Tenderers, General Conditions of Contract Technical specification, Schedule of Requirements and all other terms and conditions given in the bid documents and have thoroughly examined the specification given in the Tender documents. We are fully aware of the type of Buses required and our offer is to supply the buses strictly in accordance with the requirements and according to the terms of Tender document. We agree to abide by the conditions of the bid documents.
4. I/We hereby offer to supply the buses and services detailed above or such portion thereof as the Purchaser may specify in the Letter of Acceptance / Contract at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We confirm that the guaranteed life of the buses is - ----- years from the date of commissioning.
5. We understand and agree that NRDA reserves the sole rights to change the delivery schedule and cost of that particular year will be applicable in that case.
6. We understand that in case of any variation in of central and state taxes/levies, the variation shall be applicable and will be charged accordingly at the time of supply.

Place:
Date:

Authorized Signatory
Name
Designation :
Stamp/Seal:

Format: F-2**FINANCIAL TENDER FOR CHARGES FOR ANNUAL MAINTENANCE CONTRACT**

- B. COMPREHENSIVE AMC CHARGES PER BUS (In Indian Rupees per bus Kilometre operation and yearly) - AC BRT Bus.
- 1.

S.No.	Year of Operation	Total Charges during the year per bus
1.	1 st year (excluding servicing/ consumables/ spare parts etc covered in Warranty)	
2	2 nd year (excluding servicing/ consumables/ spare parts etc covered in Warranty)	
3	3 rd Year	
4	4 th Year	
5	5 th Year	
6	6 th Year	
7	7 th Year	
8	8 th Year	
9	9 th Year	
10	10 th Year	
11	11 th Year	
12	12 th Year	
13		
14		
15		
16	Upto the guaranteed life of the bus committed by the bidder	

I/ We hereby undertake that the rates of the parts quoted by them are reasonable and do not exceed the rates shall be available on DGS&D/ ASRTU rate contracts, if any and that In case parts are not available on rate contract, the rates shall not more than the rates at which these parts are normally available in the market.

NOTE:

- a. In case of discrepancy between unit price and total price, the price as favourable to the purchaser shall prevail. In case of difference between the price in figures & words, the price quoted in words will prevail.
- b. Service Tax, if applicable on AMC, should be quoted clearly and reimbursable on production of service tax paid document.

Place:
Date:

Authorized Signatory
Name
Designation:
Stamp/Seal: