

TENDER DOCUMENT

FOR THE WORK

**Hiring of 27Seater /52 Seater School Buses
for transporting of students from Villages to schools and
back with an approximate run of 100Km to 150Km/day**

FOR

ADARSH AND MODEL SCHOOLS

**STATE PROJECT DIRECTOR
RASHTRIYA MADHYAMIK SHIKSHA ABHIYAN
SCO- 104-106, SECTOR - 34 A
CHANDIGARH**

Signature of the Tenderer

TENDER SUMMARY

1. Tender No. :
2. Total pages : 1 to 33 Pages
3. Description : **Hiring of 27 Seater /52 Seater School Buses for transporting of students from Villages to schools and back with an approximate run of 100Km to 150 Km/day**
4. Cost of Tender : Rs. 1000.00
5. EMD : 50000/- (Rs. Fifty Thousand Only) Per Bus
6. Pre Bid Conference : **21.07.2010 at 3:00 PM**
7. Last Date of Submission : **10.08.2010 upto 3:00 PM**
8. Date of Opening of bid : **10.08.2010 at 4.00 PM**

TABLE OF CONTENTS

Sr. No.	DETAILS	PAGE
1.	Tender Form	4
2.	Essential Certificates for Tender Documents	5-6
3.	Tender Notice	7-10
4.	Instruction to bidders (Annexure -1)	11-18
5.	General Terms and Conditions (Annexure - II)	19-26
6.	Declaration/ Specimen of Affidavit	27-31
7.	Bill of Quantity (Annexure -III)	32
8	List of Schools (Annexure - IV)	33

TENDER FORM

1. NAME OF WORK : **Hiring of 27 Seater/52 Seater School Buses for transporting of students from Villages to schools and back with an approximate run of 100Km to 150 Km/day**

2. NAME OF CONTRACTOR/

TRANSPORTER :

3. PRESENT ADDRESS :

.....

.....

4. PERMANENT ADDRESS

.....

.....

.

5. DD No.& date/Name of Bank:

.....

(The Tenderer shall put his/her signature on all pages of this Tender document)

Accepted

Signature of the Tenderer

ESSENTIAL CERTIFICATES FOR TENDER DOCUMENTS

I hereby certify that following documents/essential certificates have been submitted with the offer:

1. Earnest Money & Receipt of Tender cost in case of purchase of document or DD (In case of downloaded tender)
2. Copy of PAN issued by Income tax Department.
3. Ownership status of the firm copy of proprietorship/partnership deed, articles of association, proof of registration with registrar of firms/Companies etc) as applicable.
4. **Proof of experience:**
Proof of experience of operating private/ hired Bus services for at least one year during last three years. Road permit, route permit, hiring agreement etc. to be submitted.
5. Copy of R.C. Book of available vehicle in his/her firms' name with evidence like road tax, insurance etc. showing vehicle is in running condition as on date of publishing of tender.
7. Model of offered vehicles.
8. Copy of R.C. Book , 1st party comprehensive Insurance, Road Tax, Fitness certificate, road permit, pollution certificate, drivers license for the offered vehicle, if available or an undertaking in the form of affidavit will have to be submitted by the tenderers both having available vehicle or offering new vehicles that all required papers as per NIT will be submitted a) within one month of issue of LOI for available offered vehicle b) within three months of issue of LOI for offering new vehicles c) Proof of purchase/order copies/booking receipt of new vehicle/chassis within one month from the date of issue of LOI/work order. Photocopy of order copies/booking receipt to be submitted. Driver should have minimum 5 years experience as on date publication of tender alongwith valid driving license.
9. Declaration in affidavit on non-judicial stamp paper duly countersigned by Notary that they have not been banned or debarred by Govt./Quassi Govt. or PSUs.

Signature of the Tenderer

10. Service tax registration certificate with premises code if available/applicable to be submitted. In case the firm does not have service tax registration, the firm should submit undertaking to submit the same within one month from the date of issue of LOI/work order. If the firm does not come under purview of service tax rule, then the firm shall have to give self-declaration for the same on non-judicial stamp paper.

Signature of the Contractor/Transporter

Address

.....

Seal

Signature of the Tenderer

TENDER NOTICE

Sealed Tenders are invited from reputed resourceful firms/individuals having ownership registration etc. to undertake the following work at the Schools mentioned in this **Annexure- IV**

Sr. No.	Item of work	Estimated Quantity	Earnest Money Deposit (in Rs.)	Cost of Tender document. (in Rs.)
1.	Hiring of 27 Seater /52 seater school bus for transporting of students from the villages in the Blocks mentioned in this Annexure to School back before opening of School and after close of Schools an approximate run of 100Km to 150Km/day except Sunday and Holidays	3-4 buses per School depending upon the number of Students in each School	50,000/- (Per BUS)	1000/-

Note : The number of buses can increase/decrease depending upon the number of Students.

2. Eligibility Criteria

1). The Transporter/ Contractor who own even a single vehicle can also submit his/their tender

2). The vehicle to be deployed should be Registered .The tenderers should submit all the required documents of available offered vehicle as per NIT including Road permit within one month of award LOI / Work Order

Signature of the Tenderer

- 3) . If any bidder quote/offer for new vehicle then the bidder has to submit undertaking to deploy the offered vehicles within three months from the date of issue of LOI on non-judicial Stamp paper of Rs.100/- duly signed by Notary along with the 1st part of tender document.
- 4). While the vehicle should not be more than **three years old** on the date of issue of the tender, preference will be given to the latest model if their rates are at par with L1 rate.
3. The Tender documents can be had from the office of the State Project Director, Rashtriya Madhyamik Shiksha Abhiyan Authority, Punjab on deposit of the cost of tender document in Demand Draft (non-refundable) during any working day and working hours. Tenderer should purchase the tender document and should submit the same accordingly in separate envelope containing Part-I and Part-II.
4. Part I (Envelope No.1) should contain the Photo copy of following documents:-
- i. Earnest Money.
 - ii. Receipt of submission of cost of tender document.
 - iii. Issued tender document from this office duly signed by the tenderer.
 - iv. Copy of PAN Card
 - v. Service Tax Registration, if applicable,
 - vi. Proof of having Vehicle in his own name i.e. copy of R.C. Book of existing vehicle.
 - vii. Experience of operation.
 - viii. Undertaking as per Format.

Signature of the Tenderer

Following documents of offered vehicle, if available.

- i. Vehicle R.C. Book of offered vehicles.
- ii. Fitness certificate of offered vehicles,
- iii. Valid Road permit of UP, if available of offered vehicles.
- iv. Valid first party comprehensive Insurance.
- iv. Pollution Clearance certificate.
- vi. Valid Driver's license of heavy vehicle with permanent address. The driver should have minimum 5 yrs. Experience.

If all above documents of offered available vehicle as per Sl.No.4 of eligibility criteria are not available then an undertaking will have to be submitted by the tenderers both having available vehicle or offering new vehicles, that all required papers of as per NIT will be submitted a) within one month of issue of LOI for available vehicles & b) within three months of issue of LOI for new vehicles.

Part II (Envelope No.2) should contain only rate part.

- 5. Earnest money should be submitted in the form of Demand Draft in favour of State Project Director, Madhyamik Shiksha Abhiyan Authority, Punjab payable at Chandigarh.
- 6. Tenderers can also download tender documents from the website of RMSA - www.ssapunjab.org in this case tenderer should deposit the cost of tender document through demand draft payable at Chandigarh in favour of State Project Director, Rashtriya Madhyamik Shiksha Abhiyan Authority, Punjab. Besides, tenderer who have download the tender from the website on the following lines
"I/We accept the tender document as available in the website and my/our tender may be rejected if any tampering is found in them. I/We also undertake that I/We can not raise any dispute in this regard".
- 7. The contractor/transporter can apply for one or all two buses.

Signature of the Tenderer

8. Offer submitted/receipted through E-mail/Fax will be ignored.
9. All other details will be available in the tender documents. No postal transaction shall be accepted for obtaining tender documents.
10. The RMSA reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

State Project Director
Rashtriya Madhyamik Shiksha Abhiyan

ANNEXURE-I

INSTRUCTIONS TO BIDDERS:

- 1.(i) “Employer” or “RMSA” means the Rashtriya Madhyamik Shiksha Abhiyan Authority Punjab who will employ the contractor represented by the appropriate authority.
- 1.(ii) Employer’s representative means the officer nominated by the RMSA for function its behalf.
- 1.(iii) The word “Contractor/owner/party” wherever occurs means the successful tenderer/ tenderers who has deposited the necessary Earnest Money and has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons or a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- 1.(iv) **“Vehicle” in eligibility criteria means Bus having type/size/capacity of tendered vehicle or of higher size/capacity. The vehicle satisfying the eligibility criteria need not necessarily be, the offered vehicle/part of offered vehicles.**
2. **All offer should preferably be typed offer. Erased or overwritten documents may be rejected. All correction must be authenticated with tenderers’ signature. Tender shall be submitted in two separate sealed envelopes super scribing clearly, envelope nos. correct address, name of work and tender notice number.**

2.1 **ENVELOPE NO.1** Should contain the documents as per NIT Sl.No.6.

- 2.1.A. (i) Earnest money should be submitted in the form of Demand Draft in favour of **State Project Director, Rashtriya Madhyamik Shiksha Abhiyan Authority, Punjab payable at Chandigarh.** Tender not accompanied with Earnest Money are liable for out right rejection. The Earnest Money will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender documents. For the unsuccessful tenderers, the Earnest Money shall be refunded without any interest after award of job.

Signature of the Tenderer

- 2.2 (a) The **Bus** should have valid permit to ply on road. If the same is not available with the firm, they should submit an affidavit that they will submit valid permit before start of work failing which RMSA will have full right to cancel the work order/LOI.
- (b) The Bus under should have road permit for Punjab.
- (c) The tenderer shall return the original terms and conditions Annexure I&II) duly signed & stamped each page as a token of acceptance of all the terms and conditions given in (Annexure-I&II).
- (d) The Contractor shall have to ensure implementation of CPF ACT 1952 and allied Scheme framed there under in respect of Contractor Workers deployed by him and will have to recover statutory dues and deposit the same along with employer's contribution (Contractor's Share) to the respective CPF office and to submit statutory returns under intimation to principal employer.
- (e) Each Driver shall have minimum 5 years experience, valid Driving license of heavy vehicles to be submitted before start of work failing which NCL will have full right to cancel the work order /LOI.
- (f) Diesel will be arranged by the contractor.
- (g) Entry tax to other state, toll taxes & parking charges shall be paid extra on actual on production of original tax paid receipt of state transport department/ respective authorized department for out station duty, if any.
- 2.3 **ENVELOPE No.2** should contain only the price bid (**Part-II**) without any condition as per Annexure-III. Rates quoted shall be inclusive of all costs covering, fuel, lubricants, wear and tear operation, maintenance, repair, cost of driver and conductor etc. and all statutory levies applicable.
3. (a) Tenders in sealed envelope should be submitted in the prescribed Tender Box in the Office of State Project Director, Rashtriya Madhyamik Shiksha Abhiyan Authority, Punjab, SCO-104-106,

Signature of the Tenderer

Sector - 34 A, Chandigarh upto 3.00 PM on 10.08.2010. Tenders not received in time will be rejected.

- (b) **Preparation of offer**:-The tenderers should go through the NIT requirements carefully and ensure submission of all relevant documentary evidences.

Tender thus submitted shall consist of the following:

- i) Complete set of tender documents as sold, duly filled in and signed on all pages at different places with seal as required of the tender documents including Part-I & II of the tenders as per the tender notice as applicable.
- ii) Self attested copies of PAN given by Income Tax Department.
- iii) Self attested copies of Proof showing ownership status of the firm: Partnership Deed, Articles of Association, Proof of Registration with Registrar of Firms/Companies an affidavit regarding proprietorship.
- iv) Self attested copies of Power of Attorney in case the tender is signed by an authorized representative of the tenderer.
- v) Affidavit on non-judicial stamp paper, duly countersigned by the Notary, as enclosed in annexure -IV.
- vi) Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed cover.
- vii) Documentary evidence of fulfillment of eligibility criteria & copy of RC book of existing vehicle in his name.
- viii) Documentary evidences of comprehensive insurance, taxi permit, registration, valid road tax, Driver's driving license of offered vehicle, if available or affidavit.
- ix) Documents submitted along with the tender shall be final. No further correspondence with regard to completeness of documents submitted shall be made. Supplementary documents shall not be accepted unless they are asked for by the company.

Signature of the Tenderer

- (viii) The date of opening of **Part-II** of the tender shall be communicated in due course after consideration of **Part-I**.
- ix) The tenderer shall quote a fixed & firm rate in Annexure-III. The rate quoted by the tenderer shall be inclusive of all cost towards wages for Driver, conductor and other staff, spares, consumable repairs, insurance, contingencies overhead, profits and all statutory taxes etc.
4. Corrections where unavoidable, shall be made by crossing out and rewriting attested with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.
5. The tender shall be submitted in English. Figures should be in number i.e. 0,1,2,3,4,5,6,7,8 & 9.
6. The tenderer shall closely study all terms and conditions which govern the rates for which he is tendering.
7. The RMSA does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons.
8. **Canvassing**:- Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable to rejection.
9. If the tenderers deliberately give wrong information in their tender and create circumstances for acceptance of the tender, the RMSA reserves the right to reject such tender or rescind contract at any stage, forfeit EMD and other dues of the contractor & to take other actions as may be deemed fit.
10. An intending tenderer, after obtaining tender documents on payment having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender, a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if required shall be issued by the official inviting tender to all the firms who have purchased the tender documents such addendum shall be considered to be a part of the tender document & shall be binding on the RMSA and the tenderers.

Signature of the Tenderer

11. The validity period of the tenders shall be 90 days from the date of opening of Part-I bid. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or vary the tender on any terms thereof without consent in writing of the RMSA. In case the tenderer violates to abide by this, the RMSA will be entitled to forfeit the Earnest Money and reject the tender.
12. If the L1 bidder does not offer for full quantity of vehicle required as per NIT, the L-1/L1 negotiated rate shall be counter offered to the other bidders (subsequent to L1) equal to less the number of vehicles offered by L1 bidder, than total no of vehicles required as per NIT.
13. The RMSA reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
14. The Earnest Money shall stand forfeited if the conditions as stipulated below are not fulfilled by the tenderer:-
 - i) The authenticity of any document submitted by tenderer is found doubtful and fraudulence is established after inquiry and verification by the department.
 - ii) If the tenderer either withdraws his tender or fails to respond within the validity period.
 - iii) If the work remains un-commenced for one month from the date of issue of Letter of Intent/Work Order.
15. The bidders would give a declaration that they have not been banned or de-listed by any Govt. Or Quasi-Govt. Agencies or PSU's. If a bidder has been banned by any Govt. Or Quasi-Govt. Agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given the bid will be rejected as non-responsive. If it is known of such banning during existence of contract, the contract may be terminated as per the discretion of the company without any compensation to the contractor.

Signature of the Tenderer

16. This detailed Tender Notice shall be deemed to be part of the Work Order.
17. The rates shall be written both in words and figures. In the event of any discrepancy between the description in words and figures, the description in words will prevail. The figures will be in roman number i.e. 0,1,2,3,4,5,6,7,8, & 9.
18. **Disputes**
- 1) Arbitration - All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by the Principal Secretary, Department of School Education Punjab. This is notwithstanding the fact that the sole arbitrator may be connected in any manner with the official process of finalizing the Contract. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.
- 2). Jurisdiction:- In all matters and disputes arising hereunder the appropriate Courts at Chandigarh alone shall have jurisdiction to entertain and try them.
19. Offer submitted/receipted through E-mail/Fax will be ignored.
20. **EVALUATION OF TENDER:**
- 20(a) On opening of Part-I of the tenders, the following shall be checked for deciding eligibility for opening of Price-Bids (Part-II).
- i) Cost of Tender document deposit.
 - ii) Earnest Money Deposit in the prescribed form.
 - iii) Power of attorney of the person signing the Tenders if applicable.
 - iv) Ownership/Authorization/Power of attorney of the vehicle.

Signature of the Tenderer

- v) Model of the Bus to be deployed should not be more than **three years old on the date of issue of NIT i.e. 30.01.2010.**
- vi) There must not be any police/legal case against the Vehicle or Driver, or substitute or owner of the vehicle. If applicable, service tax registration certificate to be provided within one month of issue of work order/LOI & a self declaration in this respect to be submitted in the form of affidavit or of the firm does not come under purview of service tax rule self declaration is to be submitted in the form of affidavit.
- vii) Proof of experience.
- viii) Affidavit on non-judicial stamp paper as per annexure-IV
- ix) Proof of ownership of minimum single vehicles and copy of R.C. Book.
- x) Copy of R.C. Book , 1st party comprehensive Insurance, Road Tax, Fitness certificate, road permit of UP, pollution certificate, drivers license for the offered vehicle, if available or an undertaking in the form of affidavit will have to be submitted by the tenderers that all required papers as per NIT will be submitted within one month of issue of LOI. Driver should have minimum 5 years experience along with valid driving license.

20(b) If any bidder quote/offer for new vehicle then the bidder has to submit undertaking in the form of affidavit on non-judicial stamp paper to A) deploy the offered vehicles alongwith all documents as per Sl.No.20 (ix) above within three months from the date of issue of LOI. B) Proof of purchase/order/booking receipt of new vehicle/ chassis within one month from the date of issue of LOI/work order. Copy of bill/order copy/booking receipt to be submitted. Bidder/party has to submit this Declaration on non-judicial Stamp paper of Rs.100/- duly signed by Notary along with the 1st part of tender document. Tenderer can quote for any one, two or all three vehicles. Each item of vehicle to be quoted separately & item of vehicle to be mentioned clearly.

Signature of the Tenderer

- 20.(c) Tenders shall be rejected outright without any reference if the documents submitted by the tenderers along with their tender fail to prove eligibility. In terms of above documents and as per 20(a)/20(b). Documents submitted along with the tenders shall be final and no supplementary document shall be accepted.
- 20.(d) For document as per clause 20 a (i), (ii) & (iii) above, the person signing the tender papers should submit power of attorney showing that he is authorized for submitting tenders on behalf of the firm.
- 20.(e) Tenders submitted shall become property of the RMSA.
- 20.(f) Tender shall be rejected outright if the documents pertaining to eligibility criteria are not furnished by the tenderers along with their tender.

FORCE MAJEURE:

The above condition of contract, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the bidder, do not involve fault or negligence of the bidder and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the supplier the time period of supply may be extended by the Director General School Education at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity, power cut, labour dispute, failure of sub-vendor and increase in cost on any account.

State Project Director
Rashtriya Madhyamik Shiksha Abhiyan

Accepted

Signature of the Tenderer

ANNEXURE-II

GENERAL TERMS AND CONDITIONS:

1. Hiring of 27 seater/52 seater school bus for transporting of students from the villages in the Blocks mentioned in this Annexure to School back before opening of School and after close of Schools an approximate run of 100Km to 150 Km/day except Sunday and Holidays
2. Duration of engagement of the Bus will normally be for two hours per day in the morning and evening.
3. The Vehicle will have to be made available for all the calendar days of the month excluding Sunday/Holiday. Hire charges payable for engaging the vehicle on Sunday/Holiday, if required will be same as that for normal working days.
4. The Contractor/Transporter will arrange Driver having driving license for heavy vehicle and other one helper/staff in each Bus. He will also arrange accommodation for his/her staff at his/her own cost.
5. Drivers shall have experience of not less than 5 years with valid Driving License to drive heavy vehicles on the date of submission of tender.
6. Vehicle shall be kept washed, cleaned and in excellent running condition, failing which the vehicle will not be engaged on duty. No payment will be made for such period. No payment will be made for KM run for repair/maintenance of the vehicle and also for the period during which the vehicle will be under repair/maintenance.
7. An affidavit certifying that the bidder is not involved in any criminal cases & not be any legal/police case against the vehicle or Driver or its substitutes or owner of the vehicle.
8. Any damage caused to the user or to the RMSA property or any other third party shall have to bear by the tenderer/contractor.
9. The outstation journey will be treated as normal duty for vehicles engaged on monthly basis. No additional payment will be made for out station duty.

Signature of the Tenderer

10. The Speedometer and Odometer of the vehicle must be in working condition always. Whenever it is not in working condition, the vehicle will be treated, as out of service till such time the same is not put in working order.
11. **Accidents:-** It is an unlikely situation, but in case of an accident of vehicle hired, no claim on account of damage to the vehicle, driver or damages to any third party shall be admissible by RMSA. The liability of any such damage/loss will be of the tenderer/contractor and RMSA shall in no way be liable for any such loss or damage.
12. The Driver should use safety norms as prescribed by law. Driver should wear uniform the as per drivers norms. Safety wears and dresses are to be provided by the owner of the vehicle. Driver should always possess Identity Card which will be provided by tenderer/contractor after getting his credentials verified by RMSA.
13. Compliance of all statutory provisions of State/Central including safety rules and other RMSA rules should be adhered to.
14. (i) All daily entries of the log book of the vehicle shall be made by the driver of the vehicle and the same shall be signed with date and time by the authorized officer with name and designation. The log book will be provided by the RMSA. The driver will produce the log book to the Light Vehicle Incharge for verification at the end of every month.

(ii) The driver will not be allowed to carry any unauthorized persons or material other than authorized persons it will be the responsibility of the successful tenderer.
15. Driver and other staff of the vehicles should be paid as per Minimum Wages applicable from time to time.
16. (i) The contractor/transporter will be responsible for meeting all statutory obligation like registration of vehicles, road tax, fitness and comprehensive Insurance permit etc. of the vehicle. Party will also obtain permission for running the vehicle on hire basis from R.T.O. Any taxes or duties to be levied by the state/central Govt. during the currency of the contract/extended period are to be borne by the contractor. But entry tax of other state, tool tax and parking charges shall be paid extra on actual on production of original tax paid receipt of state transport deptt./respective authorized deptt.

Signature of the Tenderer

- (ii) The party will be responsible for meeting & complying with all statutory obligation of their Driver or their staff with regard to payment of salary/wages, bonus, overtime, P.F., Gratuity, compensation and leave etc. as provided in various labour laws of Central/State.
- 17. The owner will be responsible for any legal action by Police/RTO etc.
- 18. Any taxes or duties to be levied by the state/central Govt. during the currency of the contract/extended period are to be borne by the contractor.
- 19. The Contractor shall comply with all the provisions of Motor Vehicle Act, 1988, rules, guidelines etc of Central/State Govt.
- 20. The contractor/transporter has to submit permit/valid tax, fitness to ply on road, insurance etc. If the same is not available with the party, they should submit the same before start of work as given in 20 a (x) in instruction to bidders.

(a) Contractor/transporter shall comply with all the provisions of Motor Vehicles Act 1988 to ply the vehicle on road.

(b) That in case the vehicle is detained by R.T.O/ or any other state authority for any reason,. the contractor/ transporter shall make alternate arrangement without any financial implication to RMSA. For the above reason i.e. in case where vehicle is detained or taken into custody by RTO/ or any other state authority if any liability arises to RMSA, same shall be met by the contractor/transporter and contractor/transporter shall further undertake to keep RMSA indemnified against all such losses damages penalty etc. In case RMSA is made liable to pay any amount towards any losses, penalty etc. the same shall be recovered from the bills of the contractor/transporter and the contractor/transporter shall not make any objection.

- 21. **Fuel :-** The tenderer will make his own arrangement for fuel.
- 22. **Payment:-** The payment will be made within 21 days after receipt of bill. The Contractor/Transporter will raise the bill in triplicate once in a month to the Principal of the concerned School. The Bus will be under the charge of Staff Officer nominated by the Principal of the concerned Schools.

Signature of the Tenderer

22. Deductions for non-availability:

- (a) In case of any breakdown servicing of the vehicle/ maintenance of the vehicle proper substitute of the vehicle to the Management satisfaction will be provided by the agency immediately without any extra charge, failing which RMSA Management will recover the additional amount due to hiring from alternative source in addition to the deduction of rental charge for the breakdown period.
 - (b) Availability of vehicle at the time of need by demanding officer must be insured, routine check up/daily maintenance of the vehicle should be done by the owner during ideal time/hours, pre arranged after discussion with user.
23. Contractor/Transporter must be the owner of the vehicle or a power of attorney holder of the vehicle or holder of authorization to run the vehicle under contract period.
24. RMSA authorized representative/Light vehicle in charge shall have the right to inspect the vehicle and enter inside of the vehicle at any time without notice.
25. The contractor/transporter shall keep the vehicle insured against fire, theft, accident and also 3rd party risk under comprehensive Insurance and punctually pay each premium as and when the same shall become due, copy of which may be submitted within 3 days to RMSA.
26. RMSA shall not be responsible /liable for any loss, injury or theft etc. during working/contract hours of the engagement of the vehicle.
27. The owner shall not use the vehicle under contract for other purpose during existence of contract without written consent of the RMSA.
28. Notwithstanding anything contained herein above, if the contractor fails and/or neglects to carryout any of the terms of the agreement thereby commit breach of the contract, the company shall have the right not only to terminate the agreement but also bring the dues of the contractor/transporter at its disposal after adjustment of company's dues, loss and damages, if any, suffered by the company due to such breach on the part of the contractor.

Signature of the Tenderer

29. Any time concession or indulgence granted or shown on the part of the RMSA will prejudice its right under this agreement.
30. **Forecloser of Contract:** If at any time after acceptance of the tender the company decide to abandon for any reason whatsoever, the company through Staff Officer nominated shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable to pay the contractor at the rate of full amount for works executed up to the date of such abandonment.
31. **Termination of Contract:** The company shall, in addition to other remedial steps to be taken as provided in the conditions on contract, be entitled to cancel the contract in full or in part if the contractor:-
- a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the RMSA, then on the expiry of the period as specified in the notice.
- Or**
- b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the RMSA, then on the expiry of the period as specified in the notice by RMSA in a notice in writing.
- Or**
- c) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the RMSA, then on the expiry of the period as may be specified by the RMSA.
- Or**
- d) fails to comply with the terms and conditions of the contract. The RMSA may be giving a writing notice, cancel the contract.
33. **Compliance of Labour Laws:** During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law, including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in further either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are

Signature of the Tenderer

applicable to are given below. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications by laws/acts/rules/regulations/including amendments, if any on the part of the contractor, RMSA shall have the right to deduct any money due to the contractor including his amount of security deposit. The Employer/ RMSA shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the contractor in no case shall be treated as the employees of the Employer at any point of time.

34. Security Deposit:

- i) Total Security Deposit including Earnest Money already deposited shall be 10% (ten percent) of the contract value. The balance S.D. after adjustment of Earnest Money , will be recovered from first four running bills in equal installment.
- ii) All security deposit shall be refunded to the contractor/owner on the expiry of one months from completion of the hiring period subject to company's right to deduct/appropriate its dues against the contractor/owner under this contract or under any other contract.
- iii) During the contract period, if the tenderer/contractor fails to fulfill the terms and conditions/instructions as stipulated in Annexure-I & II, the contract will be short closed and security money will be forfeited.

35. On receipt of letter for acceptance of the tender issued by the RMSA, the successful tenderer shall execute/accept contract agreement/work order in the RMSA's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract/accept the work order issued by the RMSA within the specified period in the work order, shall entail the RMSA to cancel the letter of acceptance of tender/work order and forfeiture of the earnest money. The written agreement/work order to be entered into between the contractor and the company shall be the foundation of the rights of both the parties and the contract shall not be deemed to

Signature of the Tenderer

be executed until the agreement/work order is signed/accepted by both the parties i.e. Contractor and the RMSA.

36. The smoke emission from vehicles shall be as per norms laid down by Motor Vehicles Act which is subject to change from time to time and should be of latest motor vehicle act. Nonconformity to the above specified limit of smoke emission may lead to imposition of suitable penalty. Re-occurrences of the incidents of nonconformity may also lead to termination of the contract of the vehicle.
37. Initially the vehicle will be hired for One Year only but after successful operation and satisfactory performance, the hiring of vehicle may be extended at the discretion of the Employer for further 1 (one) year at the same rate, terms and conditions.
38. RMSA reserves the right to terminate the contract any time without assigning any reason thereof.
39. For further details, please log on RMSA Website www.ssapunjab.org. Any tenderer who desires to download the tender document from website and submit the tender on due date and time may do so subject to the condition that they will deposit the cost of tender document through Demand Draft in favour of State Project Director, Rashtriya Madhyamik Shiksha Abhiyan Authority, Punjab payable at Chandigarh.
40. **Fall Charge:-** a) It will be a condition of the contract, if finalized that all through the period of the said contract, the rate of which the service will be given shall not exceed the lowest rate charged by you to any other agency. In the event of rate going down you shall promptly supply such information to enable the Company to amend the contractual rate for subsequent service.

b) RMSA reserve right to cancel the work order at any time during the contract period without giving any notice.
41. **Penalty Clauses:**
 1. Breakdown shall be attended by contractor immediately and penalty equivalent to the hourly rate (hiring cost per day/12 hours) shall be imposed for the breakdown period, if it exist for more than 4 hrs.

Signature of the Tenderer

2. In the event of breakdown, needing repair time beyond four hours a suitable substitute vehicle shall be provided by the contractor, otherwise RMSA will hire alternative vehicle and shall recover the expense from your bill (But if it continues, regular for more than 10 days the work order is liable to be terminated.)
3. In case of any interpretation of any clause, the interpretation of the Staff Officer nominated shall be final and binding.

State Project Director
Rashtriya Madhyamik Shiksha Abhiyan

DECLARATION

We have read the tender document and understood all provisions and specifications in totality. All terms and conditions are acceptable to us. We do not have any terms and conditions of our own.

Seal

Date.

Signature of the tenderer.

DECLARATION

Sr. No	Documents	Remarks
1.	Requisite Earnest Money Deposit (EMD) as details in the NIT (Clause No....).	
2.	Permanent Income Tax Account Number (PAN)	
3.	Service Tax Registration certificate if applicable/affidavit	
4.	Whether the vehicle registered in the name of tenderer.	
5.	Copy of R.C. Book as proof of ownership as per eligibility criteria.	
6.	Vehicle Registered of offered vehicle if available	
7.	Date of registration & life of vehicle after registration, if available of offered vehicle/affidavit	
8.	Fitness Certificate, if available of offered vehicle/affidavit	
9.	Valid Road Permit as per clause 2.2 (b) if available, of offered vehicle/affidavit	
10.	Road Tax Clearance, if available of offered vehicle/affidavit.	
11.	Pollution under Control certificate, if available of offered vehicle/affidavit	
12.	Valid First party Insurance certificate if available of offered vehicle/ affidavit.	
13.	Valid Driver License if available for each offered vehicle/affidavit.	
14.	Type of vehicle offered , if available/affidavit	
15.	Name of Bank, Branch & A/C No	
16.	Name of Contractor/Owner, address, telephone No. & Mobile No. (Present address	
17.	Permanent address of the contractor/owner (if any)	
18.	Proof of experience	

Note: **All the documents submitted by the tenderer must be self- authenticated**

Signature of the Tenderer

NON-JUDICIAL STAMP PAPER OF RS.10 /-

AFFIDAVIT

- 1) I _____ Partner/Legal
Attorney/ Proprietor/ accredited Representative of
M/s _____ solemnly Declare
that:
- 2) I/We are submitting tender for the work _____
_____ against Tender Notice
- 3) All information furnished by me/us in respect of fulfillment of eligibility
criteria and information given in this tender is complete, correct and true.
- 4) All documents/credentials submitted along with this tender are genuine,
authentic, true and valid.
- 5) The price bid is unconditional.
- 6) The provision and other statutory provisions. Act shall be complied by
us/me.
- 7) The firm/Individual is not banned or debarred by Govt./Quasi Govt or
PSUs.
- 8). a) I hereby enclose service tax registration certificate.
or
b) I hereby submit undertaking to submit service tax registration certificate
within one month from the date of issue of LOI/work order.
or
c) My firm/I am not covered under the preview of service tax rule. (strike
out which are not applicable).
- 9) If any information or document submitted is found to be false/incorrect,
department may cancel my/our Tender and action as deemed fit may be
taken against me/us including termination of the contract, forfeiture of all
dues including Earnest Money and blacklisting of me/our firm and all
Partners of the firm etc.

Seal of Notary.

Signature of the Tenderer

UNDERTAKING

(Only applicable of bidder those who have offered New Vehicle)

This deed of undertaking executed on this..... Day of 2010 and ----- by (Name of bidder/Contractor) S/O residing at..... duly executed as an undertaking in favour of RMSA which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas RMSA invited bids for Hiring of 52 seater school bus for transporting of students from the villages in the Blocks mentioned in this Annexure to School back before opening of School and after close of Schools an approximate run of 100Km/day except Sunday and Holidays.

I/We participated in the bidding process and emerged as successful bidder with respect of Tender Notice No..... dt....., I/We Acknowledge that I/We have fully understood and are aware of the terms & conditions of the Tender Notice and do hereby unequivocally and unconditionally undertake and declare that :-

- (1) I/We..... shall comply with terms & conditions of NIT to deploy the offered vehicles alongwith all essential certificate/documents of the offered vehicle within three months from the date of issue of LOI.
- (2) I/We shall submit copy of booking receipt/purchase order/bill of procurement of chassis/offered vehicle within one month of issue of LOI/work order.
- (3) In the event I/We fail to deploy/provide the offered vehicle(s) within the time specified above, we undertake to compensate the loss & damages, if any to the RMSA & further RMSA shall be at liberty to take appropriate action as per NIT and rules prevailing in RMSA.

In witness whereof this undertaking has caused on the..... Day.....month of..... year.

Date:
Place:

(Signature)
Name of bidder:.....

Signature of the Tenderer

DECLARATION

(FOR THOSE WHO HAVE DOWNLOADED THIS TENDER DOCUMENT
FROM RMSA WEBSITE/GOVT. TENDERS ONLY)

This is to certify that I/We have downloaded this tender document from RMSA website and is being submitted without tampering at any page. Further, we understood that in the event of such tampering is detected at any stage or any time, RMSA has got right to terminate this work, forfeit the EMD/Security deposit submitted by us and our firm can be blacklisted.

Signature of the bidder and Seal of the firm

Schedule of Rates

Sl.No.	Description	Rate per day per bus upto 100 Kms and beyond 100 Kms @ per KM (in Rs.) Words & figures(inclusive of all taxes (Fuel, Operational Cost and Maintenance))
1	Hiring of 27 seater school bus for transporting of students from the villages in the Blocks mentioned in this Annexure to School back before opening of School and after close of Schools an approximate run of 100Km to 150 Km/day except Sunday and Holidays	Rs.
2.	Hiring of 52 seater school bus for transporting of students from the villages in the Blocks mentioned in this Annexure to School back before opening of School and after close of Schools an approximate run of 100Km to 150 Km/day except Sunday and Holidays	

Declaration : I/ We have read the terms and conditions as stipulated in the Annexure-I & III and agree to abide by them.

Note : The bidder can quote for one or more buses, for one or more Schools. In case of variation in rates for any School, it should be specifically mentioned. Specific buses shall be deployed for Specific Schools only.

Signature of Contractor

Signature of the Tenderer

List of Model Schools

Sr. No.	District	Name of Schools
1	Bathinda	Sangat
2		Talwandi Sabo
3		Mandi Phul West / Maur
4	Ferozepur	Khuhian Sarver
5		Abohar
6		Fazilka
7		Jalalabad
8		Mamdot
9		Ferozepur
10	Mansa	Mansa
11		Budlada-I / Bhikhi
12		Budlada-II at Bareta / Budlada
13		Jhunir-I
14		Jhunir-II at Sardulgarh
15	Muktsar	Lambi
16		Muktsar
17	Patiala	Samana-I / Samana-I at Patran
18	Sangrur	Lehra Gaga
19		Anndana
20		Saunam
21	Tarn Taran	Valtoha

List of Adarsh Schools

Sr. No	District	School Name
1	Gurdaspur	Bhikari Wala
2.	Tarn Taran	Valer Khurd
3.	Ferozepur	Bhukan Khan Wala
4.	Bathinda	Canal Colony (Bathinda)

Signature of the Tenderer