



REQUEST FOR PROPOSAL

[Signature of the Tenderer with seal]



APS TEZPUR

REQUEST FOR PROPOSAL /INVITATION OF BIDS FOR PROVISION OF SCHOOL BUSES FOR APS TEZPUR FOR THE PERIOD FROM 01 APR 2024 TO 31 MAR 2025

APS Tezpur
Pin -

_____ 2024

File No - _____

M/S _____

(Name and address of the Bidder)

Madam / Sir,

1. On behalf of the Principal APS Tezpur, bids are invited from bidders for provision of School Bus Service at **APS, Tezpur on various local routes** for the period from **01 APR 2024 to 31 Mar 2025** as per schedule of requirements listed in the RFP. The date of commencement is provisional and subject to change to be notified in the Acceptance of Tender Note. The Bids should be deposited at the School upto **1200 hours on 08 Apr 2024**. The bids will be opened at APS Tezpur at **1205 hours on 11 Apr 2024**.

2. Offline bids are invited on single stage two cover system for **"Supply of School Buses for APS Tezpur"**. First cover will contain the Earnest Money Deposit (EMD), Acceptance letter and documents as sought in the RFP. The Second cover will contain only the Bill of Quantities(BOQ)/financial bid. Both the Covers will be submitted physically by the given due date & time. Late submission will not be accepted. Prospective Firms to ensure that the physical copy of RFP is duly signed on each page.

3. The address and contact numbers for sending documents or seeking clarifications regarding this RFP are given below:-

- | | |
|--|---|
| (a) Documents /queries to be addressed to | - Principal, APS Tezpur |
| (b) Postal address for sending the bids | - Army Public School Tezpur
Solmara Cantt, Dekargaon,
Sonitpur (Assam) - 784501 |
| (c) Designation of the contact personnel | - Ankeet Ghosh, TGT |
| (d) Telephone/ Fax numbers/ E-Mail ID of the contact personnel | •- +91-8753957926
apstezpur@gmail.com |

4. This RFP is divided into four Parts as follows: -

- Part I - Contains General Information and documents required.
- Part II - Contains Schedule and Conditions of the contract, which will form part of the Contract with the successful Bidder.
- Part III - Contains Evaluation Criteria for Price Bids.
- Part IV - BOQ.

[Signature of the Tenderer with seal]



5. The approval or rejection of bid(s) rests with Competent Financial Authority* (CFA) as applicable, who reserves to himself the right of rejecting any bid in whole or in part or any item in whole or in part in respect of any or all the destinations shown in the **Schedule of Requirements/Bill of Quantity(BoQ)** in Part-II of RFP without any cause assigned. Any single or more than one category given the **Schedule of Requirements/Bill of Quantity (BoQ)** may be accepted. The lowest tender will not necessarily be accepted.

*The officer who sanctions the contracts, as specified.

6. This RFP is being issued with no financial commitment and the Hirer reserves the right to change or vary any part thereof at any stage. Hirer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Yours faithfully,

23 03 2024

M. S. Khan
Principal
Army Public School, Tezpur
Principal APS Tezpur
Chairman Procurement Committee

7. I/We are in possession of a complete set of RFP, and have understood and agree to abide by the above instructions as well as those contained in the contract forms. All documents as sought in two covers duly completed and signed are submitted herewith.

(Signature of Tenderer)

2024

(Name in Block letters)
Capacity ie Proprietor/Partner

[Signature of the Tenderer with seal]

PART I OF RFP - GENERAL INFORMATION AND DOCUMENTS REQUIRED



Last Date and Time for Depositing the Bids. Physical Bids will be submitted in single stage two cover by 1200 hours on 08 Apr 2024 at the School premises. The responsibility to ensure this lies with the Bidder.

9. **Manner of depositing the Bids.** The Bids will be deposited as under :-

(a) **Submission of Bids.** The Bids will be submitted in two covers as follows:-

(i) **First Cover.**

(aa) Original copy of instrument for payment of Earnest Money Deposit (EMD). In case of insufficient EMD, Bid shall be rejected.

(ab) Original copy of Letter of Acceptance of RFP conditions duly filled and signed as per **Annexure-I** to the instructions for online bid submission.

(ac) Self attested copy of PAN Card.

(ad) Self attested copy of the acknowledgement of latest IT Return of the Firm.

(ae) Original copy of power of attorney, if applicable.

(af) Original copy of complete RFP duly signed.

(ii) **Second Cover.** It will contain filled signed & stamped Bills of Quantities (BoQ). No modification to any other field of the BoQ or file name is permissible. Any violation will render the bid invalid.

(b) **Non submission of any documents will make the bids liable to be rejected. Bids of only those vendors fulfilling the qualifying requirements of submission will be processed further for opening of price bids.**

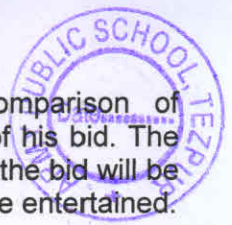
10. **Time and Date for Opening of Bids.** Bid opening would be at 1205 hours on 10 Apr 2024. If due to any exigency, the due date for opening of the Bids is declared a holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the authority inviting RFP.

11. **Place of Opening of the Bids.** Bids will be opened at APS Tezpur on the due date. The Bidders may depute their representatives, duly authorized in writing, to invitation offer/negotiation, if called for. Negotiations with L1 contractor/ firm, where applicable, will be conducted through the manual mode as per procedure undertaken hitherto fore for manual tendering, in the office of Principal APS Tezpur.

12. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the RFP documents shall be able to get the clarification before last day of tender opening on School working hours at APS Tezpur.

13. **Modification and Withdrawal of Bids.** No bid shall be modified after the date and time for end of submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of bid validity specified. Withdrawal of a bid during this period will result in bidders forfeiture of Earnest Money Deposit (EMD).

[Signature of the Tenderer with seal]



14. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Principal APS Tezpur may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

15. **Rejection of Bids.** Canvassing by the Vendors/ firms in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

16. **Validity of Bids.** The Bids should remain valid till 90 Days (ninety days) from the last date of submission of the Bids.

17. **Earnest Money Deposit (EMD).** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 2,00,000/- (Rupees two lakhs only) alongwith their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank. **EMD is to remain valid of 120 days from the date of tender opening.** EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. Tenders received without depositing the requisite earnest money are liable to be rejected. **Format is attached as Annexure-II.**

Details of earnest money sent herewith
(To be filled in by tenderer)

Description	No	Date	Face Value (₹)

18. If bidder is a firm i.e. if they have a partner or partners, each one of them must sign the RFP, the Schedule and if it be not embodied in the schedule, the General and Special Conditions (if any partner be absent these forms will be signed by his duly constituted attorney). If any partner signs the RFP or any documents forming part of the contract on behalf of the firm, the original partnership agreement or the power of attorney duly executed in his favour authorizing him to bid for the firm in all matters pertaining to the contract including the submission of any dispute relating to the business of the firm to arbitration, should be attached to the RFP or such other document. If the bidder or any of their partners are unable to write, they (or he) must make their (his) mark or affix their (his) seal instead and this mark or seal must be attested and dated by some responsible person. In case where verified copies of partnership deeds and power of attorney are held by the executive authorities, having been submitted at the time of their registration, the following certificate only be attached to the tender. I/We certify that the constitution of my/our firm is as under:-

[Signature of the Tenderer with seal]



(a) I am the Managing Partner/Director and hold a proper power of attorney (copy attached) from other partners in my favour.

(b) The following whose signature(s) is/are appended is/are the partners of my/our firm as given in the original partnership agreement and that my/our documents have been signed by all partners shown hereunder:-

S/No	Name	Address	Signature
(i)	First Partner	_____	_____
(ii)	Second Partner	_____	_____
(iii)	Third Partner	_____	_____

Date:

(Signature of the Managing Partner/Director)

(c) I certify that I am the sole proprietor and there are no other partners doing business conjointly with me.

Date:

(Signature of sole proprietor)

(d) I certify that I am the Managing director/Partner and I hold the power of attorney executed in accordance with the articles of the association of the company to sign all documents on behalf of the company.

Date:

(Signature of Managing Director)

Note :- Items not applicable to be scored out with signature & stamp of the firm.

(i) If the bidder is not a firm, the following certificate given in Para 18(c) above be signed.

'I certify that I am the sole proprietor and there are no other partners doing business conjointly with me.'

(ii) In the case of limited company registered in accordance with the Articles of Association the following certificate given in Para 18 (d) above be signed.

"I certify that I am the Managing Director and I hold the Power of Attorney executed in accordance with the Articles of Association of the Company to sign all documents on behalf of the Company."

[Signature of the Tenderer with seal]

(iii) In case where a partner of a firm dies before acceptance of the tender, the surviving partner (or partners) and the legal representative of the deceased must renew the tender. The signature of one recognized agent on behalf of all partners of a firm can only be accepted if he holds a proper power of attorney signed by all these partners. This power of attorney must be submitted for inspection at the time of tendering. It must in the case of a registered Company, be executed in accordance with the Articles of Association of the Company and in the case of a partnership be signed by all the partners of the firm and must be properly stamped and registered with the district registration authorities. The stamp duty payable can be ascertained from the office of the Collector of the District where it is executed.

19. The under mentioned points should be strictly adhered to before giving a 'General Power of Attorney' to any person for any act related to contracts: -

- (a) The value of stamp paper required for execution of General Power of Attorney, as per current rates, is Rs 100/- each.
- (b) The stamp paper is valid until the same is cancelled.
- (c) Particulars of witness and their signatures on the General Power of Attorney are required to be mentioned, duly authenticated.
- (d) Registration Number of the stamp paper and date of affidavit with stamp is mandatory.
- (e) Photographs of proprietor(s) and Attorney(s) are required to be pasted on the pre-printed value on the stamp paper and the stamp should be partially on the photographs and the pre-printed value on the stamp papers.
- (f) The General Power of Attorney is to be attested in presence of Magistrate First Class/ Notary /Registrar of documents and stamped and signed by the same.
- (g) The stamp papers in continuation should be purchased by only one person and not by two different persons.
- (h) The stamp should be duly authenticated with the signatures by the authorized person.
- (j) Diary No of Notary must be endorsed in the stamp paper.

20. Any change in the constitution of his/their firms shall be notified forthwith by me/us in writing to the authority sanctioning the contract and such change shall not relieve any former member, of the firm from any liability under the contract. No new partner/partners shall be accepted in the firm by me/us in respect of this contract unless he/they agree (s) to abide by all its terms and conditions and deposit(s) with the officer sanctioning the contract a written agreement to this effect. My/our receipt or acknowledgment or that of any partners subsequently accepted as above shall bind me/all of us and will be sufficient for discharge for any of the purpose of the contract

21. The successful bidders will be notified of acceptance of his tender in whole or part. Till then no bidder has any right to assume that his bid has been accepted, in whole or part and if any bidder disregards this warning and makes any arrangement or incurs expenditure in anticipation of receipt of notice of acceptance, he will have no claim for compensation.

22. On issue of the notice of acceptance, the RFP will become a contract in so far as thenotification shows the whole or part of the tender that has been accepted and the bidders will furnish the security deposit as specified in the Acceptance of Tender. lodged as security deposit to the Principal APS Tezpurby the time and date as specified in the acceptance of tender.

23. Until receipt of the security deposit in full or in the event of the non-submission of the security deposit, the earnest money will be retained and considered as part of security deposit and shall be subject to disposal by the APS Authorities. The balance amount of it will be deducted from the payment or bills of the vendor by the School Authorities.

[Signature of the Tenderer with seal]



24. **Security Deposit.** The security deposit will be 3 % of the overall value of the contract. The security deposit to be furnished must be in one or other or partly in one and partly in another of the following forms subject to conditions noted against each:-

(a) **Bank Deposit Receipts.** Deposit receipts of the State Bank of India and other nationalized Bank only will be accepted. The deposit receipts should be made out in the name of Principal, Army Public School Tezpur.

Notes:-

(i) The deposit receipt should be made out in the name of pledgee or if it is made out in name of pledger, the bank should certify on it that the deposit should be withdrawn only on the demand or with the sanction of pledgee.

(ii) The depositor should agree in writing to undertake any risks involved in the investment.

(iii) The Bank should agree that on receipt of signed treasury challan and a withdrawal order from the pledgee in respect of the deposit or any part thereof it will at once remit the amount specified into the nearest treasury along with the challan and send the treasury receipt to the pledgee.

(iv) The responsibility of the pledgee in connection with the deposit and the interest on it will cease when he issues final withdrawal order to the depositor and sends an intimation to the Bank that he has done so.

(v) The deposit receipts made out should be valid for period beyond 6 months from the date of expiry of contracts.

(vi) Deposit receipts are an acknowledgement issued by the Bank of the money deposited and do not carry necessary interest.

(b) **Post Office Savings Bank Account.** This must be opened by the depositor himself who will sign the necessary security deposit form (Obtainable from the post office). The depositor will then pledge the same in favour of Principal APS Tezpur.

(c) **Fixed Deposits Receipts and Cash Certificates.** Fixed Deposit Receipts and Cash Certificates issued by the Scheduled Commercial Banks including the State Bank of India and its subsidiaries and nationalized Banks do not require the concurrence of Reserve Bank of India. No guarantees under the Bank Guarantee Bond Scheme in what-so-ever manner are accepted for either lodging the security deposit or for the purpose of earnest money.

25. In all cases the security must be pledged as directed by the Officer calling for tenders in accordance with existing regulations, and in such manner (to be decided by the appointment sanctioning the contract) that the School Authorities may realize the same without reference to the bidder. The bidder will be entitled to the interest earned unless the securities shall depreciate while the contract is in force in which case interest will be claimable by the tenderer, only from the time the depreciation is made good by him or unless his security deposit is forfeited under the terms contained in the tender.

26. The bidder shall furnish a security deposit, within **thirty days** of issue of notice of the acceptance of this bid (in whole or in part) or before the commencement by me/us for the performance of the contract, whichever is earlier (or within such extended time as specified at the sole discretion of the School Authority be granted to me/us) the sums specified in the said notice of the acceptance. If the security deposit is accepted in the form of bank deposit receipt which matures before the security deposit is returnable hereof, I/We shall be at liberty to renew same subject always to the lien created in favour of the School.

[Signature of the Tenderer with seal]



27. Performance Guarantee.

(a) The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **3%** of the contract value within **thirty days** of receipt of the confirmed order or before the commencement of contract, whichever is earlier (or within such extended time as may at the sole description of the Government be granted to the contractor by the contract sanctioning authority).

(b) Performance Bank Guarantee should be valid up to **60 days** beyond the date of completion of contractual obligations. The deposit receipts should be made out in the name of Army Public School Tezpur.

(c) Until receipt of the performance security deposit in full or in the event of the non-submission of the performance security deposit, the earnest money will be retained and considered as part of performance security deposit, and the balance amount of it, if any will be deducted from the payment or bills of the contractor.

(d) The Appointment sanctioning the contract has the right to invoke the performance security deposit in case of any breach of the contract by the Vendor or by not delivering the services by the due dates entrusted to him.

(e) The performance security deposit as per this contract can be adjusted by the School Authorities if there is any claim whatsoever it has against the Vendor relating to this contract or otherwise.

(f) The performance security deposit will be refunded to the Vendor only after the completion of the contract in all respect and on submission of 'No Demand Certificate' obtainable from COA by the Vendor.

(g) In all cases the performance security deposit must be pledged as directed by the Appointment calling for tenders in accordance with existing regulations, and in such manner (to be decided by the appointment sanctioning the contract) that the School Authorities realize the same without reference to the tenderer.

28. Bids that do not comply with the above conditions are likely to be rejected.

29. The approval or rejection of bids rest with the **Principal APS Tezpur** who reserves to himself the right of rejecting any bids in whole or in part, in respect of any station shown in the BoQ/schedule without cause assigned. The lowest tender will not of necessity be accepted.

30. Bidders will affix their signature on erasures or alterations that may have already been made in the RFP as also any further erasures or alterations (if any) that they may have accidentally made in the RFP.

[Signature of the Tenderer with seal]

PART -II OF RFP:SCHEDULE AND CONDITIONS OF THE CONTRACT

31. **Schedule of School Buses.** School Buses are required at APS Tezpur. The tentative route, approximate trips and number of School Buses are as under.

Ser No	Services Required for School Bus 48 Seater (Non AC) in routes/ Pickup points	Buses required for undermentioned routes per day	Approximate requirement shown only as a rough guide in the contract period
(a)	Base Hosp –Chandpur-Belonia- Mission Chariali-Patiachuburi-Dekargaon-Borjhargaon-Solmara & back	06 x Bus required per day for 220 days in a year (06 Bus x 220days= 1320 Trips)	1320 Trips
(b)	4 CSR- BP Tiniali-Laxman Marg-ESD-EBW-Solmara& back	03 x Bus required per day for 220 days in a year (03 Busx 220days= 660 Trips)	660 Trips
(c)	Airforce Station-Goroimari-Solmara & back	01 x Bus required per day for 220 days in a year	220 Trips
(d)	Misa Cantt to Solmara & back	01 x Bus required per day for 220 days in a year	220 Trips
(e)	Charduar-Lokhra-AR-Balipara-Saloni Bari-Solmara& back	01 x Bus required per day for 220 days in a year	220 Trips

Note :- The vintage of School Buses employed by the firm has to be 10 years or below.

32. The total requirement of vehicles is based on yearly basis and can vary each day/week/month and may not be uniform throughout the year.

33. The bidder shall provide School Buses at his/their expense in such quantities, in such manner, to such person and at such place (within the area covered by the contract, as specified in the schedule) or as the School Authorities may direct.

34. The total number of School buses mentioned in the schedule and total value of the contract as given in the acceptance of tender note can fluctuate by **plus/minus 50 percent**. Some School Buses may not be hired at all in case of non-availability of funds or the requirements. No claim for compensation on this account will be entertained and the Vendors/ firm will be liable to supply up to plus / minus 50 percent of the contract value for all types of vehicles included in the AT Note irrespective of the number of vehicles hired of any specific type during the contract period. There is no guarantee that the requirement shall remain at this level throughout the period of contract and also may not be evenly distributed over the period of this contract. No claim for compensation what so ever shall be made by Vendor or entertained by the School Authorities on any reduction in demand resulting in utilization above/below the scheduled quantities. In case vehicles are not hired at all due to non-availability of funds, no claim for any compensation on this account will be admissible. In the event of withdrawal (or reduction in the number) of School Children and consequent reduction in demand, Vendor shall not be entitled to any compensation. The CFA or Contract Operating Authority (COA) will however, make reasonable endeavours to give warning of any impending reduction in demand seriously affecting quantities likely to be required under the contract. Also in case Service vehicles/Buses are available in the Station and/or brought from outstation, the requirement may reduce proportionately for which no extra expense will be admissible and no claim for compensation whatsoever shall be made by Vendor or entertained by the School Authorities for increase/decrease in the scheduled quantities, nor any request for ex-gratia payment will be made by Vendor or entertained by the School Authorities.

[Signature of the Tenderer with seal]



General Conditions

35. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

36. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The provision of School Bus services and performance of the services shall commence from the effective date of the contract.

37. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

38. **Penalty for use of Undue influence.** The Vendor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the School Authorities for showing or forbearing to show favour or disfavour to any person in relation to present Contract or any other Contract with the School Authorities. Any breach of the aforesaid undertaking by the Vendor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Vendor) or the commission of any offers by the Vendor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Vendor and recover from the Vendor the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Vendor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Vendor towards any officer/employee of the Buyer or to any other person in a position to influence any employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Vendor to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

39. **Agents/ Agency Commission.** The Vendor confirms and declares to the Buyer that the Vendor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the School Authorities or any of its functionaries, whether officially or unofficially, to the award of the contract to the Vendor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Vendor agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way in corrector if at a later stage it is discovered by the Buyer that the Vendor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Vendor will be liable to refund that amount to the Buyer. The Vendor will also be debarred from entering into any Contract with the School Authorities for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Vendor who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

[Signature of the Tenderer with seal]



40. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Vendor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Vendor, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

41. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Vendor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

42. **Termination of Contract.** The appointment sanctioning the contract or his successor or the appointment officiating in his place may terminate this contract by notice to me/us in writing. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -

- (a) The delivery of School Bus service is delayed due to causes not attributable to Force Majeure for more than **five occasions in a month** and/or **15 times** during the period of the contract.
- (b) If I/We assign or sublet my/our contract without his written approval or, if I/We attempt to do so.
- (c) If I/We or any of my/our agents or servants shall: -
 - (i) be guilty or fraud in respect of the contract, or any other contract entered into by me/us with the School Authorities; or
 - (ii) Directly or indirectly give, promise or offer any bribe, gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise to any person in the employment of the School in any way relating to such person's office or employment.
- (d) If any such persons, mentioned in/sub paragraph (b) (ii) of this Para, become in any way directly or indirectly interested in the contract.
- (e) If I/We decline, neglect, or delay to comply with any demand or requisition or in any other way fail to perform or observe any condition of the contract.
- (f) If I/We or any of my/our partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceedings or make any composition with my/our creditors or attempt to do so or in the case of our being a registered company, any order be duly made or any resolution be duly passed for the winding up of the company.
- (g) If it should transpire that I am/we are doing business conjointly with any other contractor(s) or that I am a partner/we are partners in any other firms(s).
- (h) If I/We fail to deposit the security deposit as required under Clause 24 above: -
 - (i) In case of such rescission, my/our security deposit (or such portion thereof as the Authority sanctioning the contract shall consider fit or adequate) shall stand forfeited and be absolutely at the disposal of the School, without prejudice to any other remedy action that the School Authorities may have or take.
 - (ii) In case of such rescission the School Authorities shall be entitled to recover from me/us on demand any extra expense the School Authorities may be put to in obtaining services hereby agreed to be supplied, from elsewhere in any manner thereof, for the remainder of the period for which this contract was entered into, without prejudice to any other remedy the School Authorities have.
- (j) The delivery of services is delayed due to causes of Force Majeure by more than **six months**.

[Signature of the Tenderer with seal]



(k) The Buyer has noticed that the Vendor has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(l) As per decision of the Arbitration Tribunal.

(m) The buyer may also terminate the contract agreement before the end of the period of its validity, if the situation so warrants, in case services contracted are no longer required owing to certain unforeseen circumstances arising due to changes in the operational situation. The Authority who had sanctioned the contract can terminate the contract after giving due notice to the bidder. Such termination carries no compensation, and neither party has any obligation / liability towards each other with effect from the date of such termination. However, all liabilities due to either party as regards the contract for the period upto the date of the termination will be settled by both the parties as per the terms and conditions of the contract.

43. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

44. **Transfer and Sub-letting.** The Vendor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

45. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

46. **Taxes and Duties.**

(a) **General.**

(i) If Bidder desires to ask for GST, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) No other tax other than GST is intended as extra over the quoted basic price. All taxes are inclusive of the basic price quoted.

(iii) Stipulation like, the said duty/tax was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted. Such duty/tax will not be charged by him even if the same becomes applicable later on.

(b) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the Vendor. Similarly, in case of downward revision in any duty/tax, the actual quantum or reduction of such duty/tax shall be reimbursed to the Buyer by the Vendor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Vendor

(c) All taxes including GST and other incidental expenses applicable by State/Municipal/Central Govt will be paid by contractor/firm and no additional payment to agreed rates will be made.

[Signature of the Tenderer with seal]



Special Terms & Conditions.

47. **Consignee Details.** The Principal APS Tezpur may authorize one or more appointments as he/ she may wish to operate the contract on his behalf and I/We and my/our agent will accept and carry out instructions given by such appointments (or their representatives) in connection with contract as if these were issued by the appointment sanctioning the contract. Such appointments may change during the currency of the contract due to functional reasons for which I shall have no objection.
48. The vehicles provided under this contract shall be of good condition, specified standard and road worthy and as per the Conditions forming part of this contract. The School Buses tendered will be subject to inspection by the COA / his authorized representative. Any vehicle rejected by either of the above authorities on inspection before or during use of the vehicle will be replaced by vendor at once. If not replaced within an hour, the Contract Operating Appointment (COA) concerned may proceed to arrange the vehicle from any other source(s) at vendor's risk and expense. Any transport arranged from any source shall be charged at local market rate prevailing at the time, as approved by authorities concerned. Time spent for replacement will not be calculated for payment.
49. **School Bus specification as per Government Orders.** Specifications of School Buses as given under are promulgated by "Direction of the Supreme Court of India for School Buses". The same will be ensured by the Firm while providing the school buses under this contract.
- (a) "School Bus" must be **written** on the back and front of the Bus.
 - (b) If it is a hired bus, "**On School Duty**" should be clearly indicated.
 - (c) The windows of Bus must be fitted with **horizontal grills**.
 - (d) There must be a **Fire Extinguisher** in the Bus.
 - (e) **School Name and Telephone No.** must be written on the Bus.
 - (f) The Doors of the Bus should be fitted with **reliable locks**.
 - (g) To keep School Bags safely, there should be a **space under the seats**.
 - (h) There must be an attendant from the School in the Bus. School cabs should be fitted with speed governors with max speed limit as 40kph.
 - (j) The body of school cab shall be **highway yellow colour** with a **horizontal strip in green colour** of 150mm width in the middle all around the vehicle and the words '**SCHOOL CAB**' must be prominently displayed on all four sides of the vehicle.
 - (k) If age of school children is **below 12 yrs**, the number of children carried shall not exceed **1½ times** the permitted seating capacity. Children **above 12 yrs** shall be treated as **one person**.
 - (l) The **driver** of a school cab must have **valid license** to drive LMV- Transport Vehicles for a period of at least **four years** and compulsorily wear a **light blue shirt, light blue trousers** and **black shoes**. His **name ID** be displayed on the shirt.
 - (m) The bus driver must carry a **complete list of the children** being ferried in the school cab, indicating the name, class residential address, blood group and the points of stoppage, route plan etc.
 - (n) **GPS and CCTV** have been made compulsory in school buses.
 - (o) Two **emergency exits** are mandatory on all school buses in India.
 - (p) The lowest **footstep height** shall not be more than 220mm from ground.
50. If during the currency of the contract, the specification of any vehicles to be provided there under gets changed, I/We shall continue to provide such vehicle(s) in accordance with the new specifications, at a rate to be mutually agreed to in writing at the time of such change.

[Signature of the Tenderer with seal]



51. School Buses tendered will be registered/approved by the concerned RTO/STA as public transport and all taxes will be paid on due date. All vehicles tendered will have comprehensive insurance and will be in possession of valid route permits for the route (s) on which they are required to ply. Apart from School Bus specification as per Government Orders, the vendor agrees that:-

- (a) All School Buses employed under this agreement will be passed fit in all respects by the School Authorities concerned.
- (b) A valid route permit if applicable is held for each and every vehicle provided to the School under this agreement.
- (c) The vintage of buses will not be older than **10 years**.
- (d) Buses will comply to the following specification :-

(i) **32/38/42 Seater (Ordinary).**

Ser	Specification	
(aa)	Seat to Seat distance	26 Inches (66 cm)
(ab)	Seat Width	15 inches (38 cm)
(ac)	Gangway	305 mm (30.5 cm)
(ad)	Wheel base	4200 (420 cm)

(ii) **48/52 Seater (Ordinary).**

Ser	Specification	
(aa)	Seat to Seat distance	26 Inches (66 cm)
(ab)	Seat Width	15 inches (38 cm)
(ac)	Gangway	305 mm (30.5 cm)
(ad)	Wheel base	5195 mm (519.5 cm)

- (iii) Outer appearance of the bus should be as per specifications. It will not have dented body and window glasses will be intact.
- (iv) Seats will have at least three-inch-thick good quality cushion.
- (v) Seats will be covered with seat covers and will be regularly dry cleaned/washed.
- (vi) Drinking water arrangements will be provided inside the bus.
- (vii) Fire extinguisher will be provided inside the bus.
- (viii) First aid box will be available inside the bus.
- (ix) Bus must be properly cleaned from inside and outside.
- (x) The vehicle will be checked for mechanical fitness by a team detailed by the school authorities. Following will be checked by the team:-
 - (aa) No unwarranted sound in the engine.
 - (ab) No leakage of fuel.
 - (ac) Serviceable spare wheel & required tools for repairs.
 - (ad) Tyres will be in good condition and will not be worn out.
 - (ae) Tyre pressure should be accurate.

[Signature of the Tenderer with seal]



- (af) All lights including indicators are in working condition.
- (ag) Horn is in working condition.
- (ah) Brake & clutch are in order.
- (aj) Windscreen wiper and speedometer & odometer are in working condition.
- (ak) Bus should be in possession of valid pollution check certificate.
52. School Buses tendered after stipulated date and time will not be accepted and if found unsatisfactory or in poor condition, will be returned to firm concerned and no compensation whatsoever will be paid. The COA may reject the vehicle (s) in case the vehicle (s) tendered is not considered fit/suitable for the users or if it does not meet any condition laid down in this agreement.
53. School escorts may travel in the Bus from the starting point to the destination, if considered necessary, at no extra cost.
54. In case of accident, mechanical failure or due to any fault of the driver or contractor when School Bus is on duty, any type of payment ie day halt will not be applicable.
55. The Vendor shall not divert the School Bus on any other route other than that specified without the prior permission of the COA, or his representative. If any vehicle is found at a place which is not on the specified route, the Vendor will be guilty of breach of agreement and liable for any action, including rescinding of the contract.
56. When providing the School Buses, the Vendor or his representative (s) will initial the Car Diary at the time of commencement of duty and obtain signature of COO/his representative on the car diary and relevant documents on completion of duty. The Vendor shall accept the full signature of such representative as fully binding on him.
57. The Vendor agrees to provide stationery forms and clerical assistance in the preparation of the bills, maintenance of registers and documents in connection with the operation of this agreement.
58. All drivers/labourers/helpers employed with a vehicle will be paid by Vendor.
59. Vendor shall agree to operate the School Buses to carry children/personnel on fixed routes within the station or at times any point/place indicated by the consignee or consignor within 50 km of starting station without any additional charges.
60. There will be no revision of rates during the contract period. In case of any changes of costs in any of the input items for transport like tyre/tubes, battery, spare parts and FOL items etc, no additional compensation will be liable to be paid during the contractual period and Vendor will not ask for any relaxation/variation of schedule/conditions.
61. Notwithstanding anything and without prejudice thereto, the COA or his representative may recover from Vendor as compensation such sum as may represent the cost of the School goods, cost of restoration of damage and depreciation at the market rate prevalent or at the rates fixed by the School Authorities: -
- (a) If any School Property entrusted to the Vendor under the agreement is lost or damaged.
- (b) If any School Property deteriorate or are spoiled during carriage due to negligence on the part of the driver (s)/representative (s) of contractor or while transshipment due to breakdown of vehicle.

[Signature of the Tenderer with seal]



(c) In the event of accident resulting in injury or death to school children/personnel or families, dependents or employee or luggage, I/We be liable to pay compensation as per Motor Vehicle Act amended from time to time.

62. The drivers for the bus must have minimum five years experience of driving passenger transport and will have a valid driver license. He will be medically examined every three months for eye sight, hearing and physical abnormalities and certificate will be rendered to certify his fitness as and when asked.

63. Do's and Don'ts formulated will be handed over by the COA for strict compliance to the contractor/driver, such as, dress of driver, name plate for driver, wearing of shoes, minimum five years driving experience and with adequate manners and attitude to greet the children etc.

64. Any restriction what so ever imposed by the local State Government on the civil transport will not absolve the Vendor from the obligation for the contract and will not be accepted as an excuse for non-fulfilling the assigned task.

65. In the event of an agent employed by Vendor for dealing with School Buses, Vendor shall submit an affidavit to declare him as the authorized agent. Such agent may be approved by the COA/Appointment concerned. Agent(s) considered undesirable by the COA would be replaced by Vendor by suitable person(s) within a **maximum period of three days** and during this period of three days, Vendor shall directly deal with COA concerned and will always be available to take their requirements. Vendor and the accredited agent will give full verifiable address and telephone number of _____ * to the COA where Vendor or agent can be contacted or the demand for the Buses can be placed. If Vendor or agent fail to turn up to take the demand for the transport, and in case of any change this will immediately be informed to the COA.

Note :- * Enter Place/location.

66. I/We clearly understand that I/We cannot claim to be issued with Petrol/Diesel/FOL either free or on payment from School sources for operation of this contract. FOL required for this purpose will be arranged from civil sources under my/our own arrangement. In case of non-supply of FOL will not absolve me/us from my/our contractual obligations to fulfill the demand placed on me/us.

67. I/We hereby certify that I/We have taken into account the effect of new bill(s) under discussion in the legislature(s) in the rate tendered.

68. I/We understand the authority calling tenders is at liberty to conclude more than one contract for any type of vehicles in one school.

69. All vehicles will report to COA or his Representative(s). No vehicle driver will be permitted to leave the vehicle unattended.

70. Notwithstanding anything to the contrary mentioned in the agreement or special conditions above, any dispute or difference of opinion arising out of the operation of this agreement, the decision of the CFA and his successors in the office shall be final and binding.

71. All persons/vehicles employed by the contractor in handling of contract, drivers and cleaners of vehicles under this contract shall be free from all security point of view, nothing outstanding against them from police department and properly scrutinized by the Police. They will be subject to verification from Police as and when desired by the COA and the person/vehicles found to be undesirable / unsuitable will be replaced by suitable men/vehicle without undue delay, if so desired by the COA.

72. Vendor agrees and will be responsible, for any untoward happening like accident/death of drivers during duties and Vendor will not claim any compensation from the School. No claim for compensation whatsoever shall be made by Vendor.

[Signature of the Tenderer with seal]



73. No additional claim will be permissible for duties performed on Sundays/Holidays/(Including National Holidays). No payment shall be admissible for any period of time spent in halt for food, water, rest, refueling, maintenance, repairs or for any other purpose, not specifically authorized by the schedule/COA while employing the transport.

74. I/We shall oblige my/our servants and agents to confirm to any reasonable instructions, to ensure their punctuality in attendance, cleanliness and respectful behavior that may be given by the appointment sanctioning the contract or the appointment operating the contract.

75. In respect of school buses to be supplied under this contract, the contract operating appointment or his authorized representative(s) or any other appointment acting on behalf of the appointment sanctioning the contract may, any time, inspect and examine these buses, physically or mechanically and I/We shall comply, without unnecessary delay, with any reasonable instructions or suggestions issued by such appointment consequent to such inspection(s).

Payment Related Conditions

76. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment or other suitable means of details so that payments could be made preferably through online mode wherever feasible or through cheques. Payment will be made as per the following terms, on production of the requisite documents :-

- (a) The Contractor will submit bills to the COA by **twenty fifth day of each month** as payment being monthly for School Bus. These bills will be presented by the contractor on the correct printed forms (to be obtained from the COA) and will be supported by the car diary for each vehicle hired given to the firm by COA. The charges in these bills shall always be entered at the same rates as shown in the Schedule of the contract.
- (b) All money or compensation payable by me/us to the School Authorities under terms of the contract may be deducted from or realised by the sale of sufficient part of my/our security deposit, or from interest arising there from or from any sums which may be due or may become due to me/us by the School under this contract. In the event of my/our security deposit being reduced by reason of any such deductions of sale as aforesaid or should the value of such receipts or securities depreciate in value during the period that they be held as such security deposit, I/We shall within **twenty days** from the date of my/our being called to do so, make good in case of receipts or securities the amount required to complete the security deposit to the original value.
- (c) The above procedure will not in any way effect the rights of the School Authorities to deduct from bills (whether endorsed in favour of the bank or not) any sum due to them by Vendor on account of penalties, over payment etc on the contract to which the bills pertains.
- (d) The payment of School Buses will be made to the credit of my/our account in a recognized bank of the Republic of India and the bill shall be receipted and endorsed by me/us in favour of the bank, payment of bill which is signed but not receipted and endorsed in favour of the bank will be made on production of a legal power of attorney or authorizing the bank to receive payment on my/our behalf.
- (e) Vendor shall be responsible for taking all possible steps to obtain indents from Receiving Officer in time to ensure correct submission of bills within the period specified. In the event of failure to obtain indents in time, the matter will be brought to the notice of the appointment operating the contract.

[Signature of the Tenderer with seal]

(f) If the retrenchment be made in payment of any bill submitted by me/us other than in respect of an ordinary objection and except in respect of recoveries on which final decisions have already been given, such retrenchment shall be subject to an appeal if preferred by me/us in writing **within thirty days**, to the appointment sanctioning the contract, whose decision shall be accepted by me/us as final. If the retrenchment be withdrawn and submission of a fresh bill for the amount retrenched be sanctioned I/we shall submit this bill to the COA concerned.

(g) I/we agree to obtain payment for services rendered from the COA or his representative through ECS/NEFT/RTGS mechanism or payment through cheques.

(h) I/we agree that in case any discrepancy is noticed by the COA in the bills for which payment has been obtained, the recoveries for over payment can be effected from my/our subsequent bills or security deposit /earnest money/PBG which include other contract (s) also which I/we may be running / operating with the School Authorities.

(j) I/We agree to ensure before submission of contractor's bill and connected documents to the COA that all entries overwritten/alterd are entered fresh and attested by the officer concerned as many time as fresh entries are made.

(k) I/We understand that the above procedure will not in any way effect the rights of the School Authorities to deduct from bills (Whether endorsed in favour of the bank or not) any sum due to them by me/us on account of penalties, over payment etc on the contract to which the bills pertain.

(l) No additional charges will be levied by me/us on the School in case of any local taxes/tolls are paid by me/us to any local/civil authority during the operation of the contract(s).

(m) Vendor shall agree to pay Income Tax at source at prevailing rates as notified/revised from time to time by the Government of India, from bills at source.

77. In case of any doubt on payment clause, the same will be paid by adopting payment rates which are most economical to the School.

78. Notwithstanding anything hereinbefore contained and without prejudice hereto the appointment operating the contract may or his successor in office may recover from me/us as compensation, such sums as he considers reasonable:-

(a) If any services entrusted to me/us under the contract is not carried out, be due to the act of God or the enemies of the State.

(b) If I/We fail to observe or perform any condition of the contract.

79. **Advance Payments**. No advance payment (s) will be made

80. The bidder shall agree that in the event of any delay in lodging the security deposit, contract operating appointment (COA) may deduct the requisite amount of security deposit from my/our bills.

Miscellaneous Term and Conditions

81. **Option Clause**. The Buyer will, if required exercise an option to place an order for an **additional 50%** of the original contracted quantity in accordance with the same terms and conditions of the present contract. This will be applicable within the currency of contract. The Bidder is bound to confirm the acceptance of the same. It will be entirely the discretion of the Buyer to exercise the option or not.

[Signature of the Tenderer with seal]



82. **Repeat Order Clause.** The Buyer retains the right to order upto 50% quantity of School Buses under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms and conditions remaining the same. The Bidder is bound to confirm the acceptance of the same. It will be entirely the discretion of the Buyer to place the Repeat Order or not.

83. **Tolerance Clause.** To take care of any change in the requirement during the period of the contract, Buyer reserves the right to 20% plus/minus increase or decrease in the quantity and/or value of the contract without any change in the terms & conditions and prices quoted by the Vendor. While operating the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit. There is no guarantee that the requirement shall remain at this level throughout the period of contract and also may not be evenly distributed over the period of this contract. No claim for compensation what so ever shall be made by Vendor or entertained by the School Authorities on any reduction in demand resulting in utilization above/below the scheduled quantities nor request for ex-gratia payment will be made by Vendor. In case School Buses are not hired at all due to non-availability of funds, no claim for any compensation on this account will be admissible. In the event of withdrawal (or reduction in the number) of Children and consequent reduction in demand or due to any other reason the requirement also may become Nil and no claim for the same would be permissible.

84. **Risk & Expense Clause.**

(a) The School Appointment to whom transport services are to be delivered (in the contract referred to as the Contract Operating Appointment (COA), which expression shall include his duly authorized representative) may reject the School Bus, if in his opinion the transport provided does not meet the requisite standards as applicable.

(b) Vendor shall not charge or be paid for School Bus rejected as per provisions contained herein, and such transport shall be removed by Vendor at his own expense.

(c) Vendor shall neither claim nor be entitled to payment for any damage that rejected School Bus may suffer or any other harm incidental to a full and proper examination and test of such transport.

(d) School Authorities shall be under no liability whatsoever for rejected transport services and the same shall be at Vendor's risk.

(e) School Authorities shall, in the event of rejection of transport be entitled to demand replacement, at Vendor's own cost of such transport of the quality required.

(f) In the event of:-

(i) Rejection of School Bus, as described above, or on account of Vendor's failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of the contract, the appointment operating the contract or his successor in office shall be at liberty (without prejudice to any other remedy the School Authorities may have on account of any claim for compensation against loss and inconvenience caused by such breach or non performance of the contract) to hire from any other source, at Vendor's risk and expense, such services as may have been rejected or that Vendor may have failed, declined, neglected or delayed to supply.

(ii) Extra expenditure on account of risk and expense purchase made by the School Authorities as above, will be deducted out of Vendor's payment of bills due to Vendor or from the performance security deposit as the case may be pertaining to the said contract. In the event of any dispute of reasonableness of the actual amount recovered from Vendor it will only be resolved at Vendor/buyer instance under arbitration / settlement of disputes clause in this contract.

[Signature of the Tenderer with seal]



(g) Buyer will also be at liberty, without prejudice to the right to recover extra expenditure incurred on account of risk purchase as a remedy for breach of contract to declare the contract as cancelled either wholly or to the extent of such default.

(h) In the event of School Bus(s) arranged from other sources at vendor's risk and expense in accordance with the terms of the contract the amount of excess charges, if any, involved in having to meet the complete demand of Buses, will be in addition to the amount recoverable from vendor, for making such arrangement and be charged from vendor.

(j) In case vendor fails to provide the required School Buses, the School Authorities will be at liberty to make alternate arrangements to meet the shortfall in vehicles demanded, by hiring at vendor's Risk & Expense, from any agency and may also hire Defence Department Buses, if Buses from other agencies are not available. The expenditure so incurred for hiring from other agencies or hiring Defence Department vehicles will be recovered from vendor.

(k) In the event of vendor's failing, declining, neglecting or delay to comply with any demand or request to replace defective vehicle in reasonable time of 1 to 2 hours or otherwise not executing the same in accordance with the terms of contract, the COA or his successor shall be at liberty (without any prejudice to any other remedy) to procure or to arrange the School Buses from other source at the expense of the vendor.

(l) In the event of vendor failing to meet the demand of the COA or his representative, even after the lapse of grace period, the COA or his representative may hire the vehicles through other transport agencies/Government/Defence agencies/operators at his risk and expense and the recovery of extra expenditure including incidental charges will be made out of his running/future bills or security deposits which includes other contract also which the vendor may be running/operating.

(m) In the event of breakdown of vehicles employed under this agreement (whether caused by mechanical defect or other reasons), vendor will replace them and arrange for replacement. If vendor fails to do so within one hour, the authority operating the contract will be at liberty to make suitable arrangements at vendor's risk and expense and such hiring will be intimated to the vendor after termination of duty through a written letter.

(n) In the event of failing, declining, neglecting or delay to comply with any demand or request or otherwise not executing the same in accordance with the terms of contract, the COA or his successor shall be at liberty (without any prejudice to any other remedy) to procure or to arrange the vehicles from other sources through a unit board of officers at risk and expense of vendor.

85. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

[Signature of the Tenderer with seal]



(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

(f) In the event of a state of emergency being declared by the Government in the area wherein this contract is operational, and the control of civil transport such as is required under the contract, being taken over by the Civil or Military authorities, I/We agree to obtain my/our requirements for the purpose of this contract through and under the supervision of the same authorities and without extra cost to the School, i.e., without altering the original tendered rate for hiring under the contract.

(g) In the event of such state of emergency being declared while the contract is in force and within 61 days before expiry of the contract period, I/We hereby agree that, if desired by the appointment sanctioning the contract, the contract shall continue in force up to a date of 61 days after the date originally fixed for the termination of contract.

(h) Notwithstanding anything to the contrary herein contained if the situation necessitates such a course, this contract may be terminated by the appointment sanctioning the contract giving the contractor 60 days' notice at any time without the contractor being entitled any compensation on that account.

(j) After the state of emergency has been declared by the Government which covers the area in which the contract is held the School Authorities will have the sole discretion to decide the date from which the situation warrants the termination of the contract and such date will be communicated to me/us in writing and I/We agree to accept his decision as fully binding on us from that date.

86. **Quality.** The quality of School Buses tendered according to the present Contract shall correspond to the technical conditions and standards and specifications enumerated as per RFP and shall also include therein modification to the vehicles suggested by the Buyer. Such modifications will be mutually agreed to. The vendor confirms that the School Buses to be supplied under this Contract shall be of vintage as specified in this contract and shall incorporate all the latest improvements and modifications.

87. As soon as Vendor have signed the conditions of the contract, it will be deemed that Vendor have fully read and understood all the conditions and ignorance of any of these conditions after the contract has been concluded will not be considered as an excuse for non-fulfillment of any terms laid down therein.

88. **Death of Contractor.** As per Sec 37 of the Contract Act 1872, 'Promises bind the representative of the promise in case of death of such promisor before performance, unless contrary intention appears from contract.

89. I/We acknowledge that I/We have made myself/ourselves fully acquainted with all the conditions, and circumstances under which the provisioning of School Buses required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other provisions of the contract and I/We shall not plead ignorance of any of these as excuse in case of complaint against or of rejection of vehicles provided by me/us or with a view either to ask for enhancement of any rates agreed to in the contract or to evade my/our obligation under the contract.

[Signature of the Tenderer with seal]



90. Any amendment due to typing error, clerical error and arithmetical mistake in the terms and conditions of the RFP form/ schedule can be made without assigning any reason
91. The authority for calling of tenders is at liberty to conclude more than one contract.

PART III : EVALUATION CRITERIA FOR PRICE BIDS

92. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP. The price bids of only those bidders will be opened whose qualifying bid would clear the qualifying criteria.

(b) The price bid quote will be inclusive of all taxes.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The Lowest Acceptable Bid will be considered further for placement of contract/ Acceptance of Tender Note after complete clarification and price negotiations as decided by the buyer.

93. **Price Bid Format.** The total value of the contract for the transport services for a given Schedule (Refer to Part II of RFP) will be the sum total of the values of each type of vehicle and condition for the approximate requirements given in the Schedule (Refer to Part II of RFP) as per quoted rates of the bidders.

[Signature of the Tenderer with seal]

PART IV OF RFP –BOQ**SCHOOL BUSES : APS TEZPUR**

Amount of Earnest Money (In figures & words) :

Amount of Security Deposit (In figure & words) :

Period of Contract : 01 Apr 2024 to 31 Mar 2025

Ser No	Services Required for School Bus 48 Seater (Non AC) in routes/ Pickup points	Buses required for undermentioned routes per day	Approximate requirement shown only as a rough guide in the contract period	Rate per Trip/ Total amount		
				For monthly payment		Total amount in words
				Rate per Trip In Figures (Rs)	Total amount (Rs)	
1	Base Hosp – Chandpur- Belonia- Mission Chariali- Patiachuburi- Dekargaon- Borjhargaon- Solmara & back	06 x Bus required per day for 220 days in a year (06 Bus x 220days= 1320 Trips)	1320 Trips			
2	4 CSR- BP Tiniali- Laxman Marg- ESD-EBW- Solmara& back	03 x Bus required per day for 220 days in a year (03 Busx 220days= 660 Trips)	660 Trips			
3	Airforce Station- Goroimari- Solmara & back	01 x Bus required per day for 220 days in a year	220 Trips			
4	Misa Cantt to Solmara & back	01 x Bus required per day for 220 days in a year	220 Trips			
5	Charduar-Lokhra- AR-Balipara- Saloni Bari- Solmara& back	01 x Bus required per day for 220 days in a year	220 Trips			
(Items five only)				Total amount=		

Notes.

1. Read the schedule and conditions of the contract in RFP thoroughly.
2. The lowest tenderer (L-1) will be determined after calculating the total value of contract.
3. It is mandatory to quote rates against each bracket/clause. In case rate(s) at any bracket/clause are not filled by the vendor, the said tender will be rejected.

**Signature of tenderer
Name in Block Capital**

___ 2024

[Signature of the Tenderer with seal]

**CERTIFICATE FOR DELETION OF INAPPLICABLE WORDS
IN CONTRACT DOCUMENTS**



Whenever I, My, Me, myself/We, our, us and ourselves occur in this contract deed, I, My, Me, Myself/We, our, us, ourselves may please be considered as deleted.

SPECIMEN SIGNATURES

Three specimen signature(s) of the person(s) authorized to sign all contract documents pertaining to the Government contract for the supply of _____ at _____ for the period from _____ to _____ are appended below :-

1 _____

2 _____

3 _____

(Name of the person authorized to sign document in block letters)

Name : _____

Witness Address : _____

Occupation : _____

Date _____ day of _____

Signature of Tenderers
(Name in Block Capital)

[Signature of the Tenderer with seal]

**Annexure-I**

{Refers to Para 9(a)(i)(ab) of RFP}

RFP CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

Sub: Acceptance of Terms & Conditions of RFP

RFP Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have obtained the tender document(s) for the above mentioned 'Tender/Work' from the _____ as per your advertisement.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc ..), which will form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. The documents submitted in physical form as mentioned is the true copy.
6. In case any provisions of this tender are found violated, your department/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Date:

[Signature of the Tenderer with seal]



EMD FORMAT

Whereas (hereinafter called the "Bidder") has submitted their offer dated for the supply of (Hereinafter called the "Bid") against the Buyer's Request for proposal No KNOW ALL MEN by these presents that WE of Having our registered office at are bound unto (hereinafter called the "Buyer") in the sum of For which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20.....

The conditions of obligations are –

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
- (3) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- (4) Fails or refuses to accept / execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred conditions or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
 (Signature of the authorised officer of the Bank)
 Name and designation of the officer
 Seal, name & address of the Bank and address of the Branch

[Signature of the Tenderer with seal]