

IMPORTANT: TENDERERS SHOULD READ THE TENDER PAPERS CAREFULLY; SUBMISSION OF TENDER SHALL MEAN THAT THE TENDERER HAS READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS OF THE TENDER AND AGREES AND BINDS HIMSELF/THEMSELVES TO THE SAME. ALL PAGES OF THE TENDER DOCUMENTS SHOULD BE SIGNED BY THE TENDERER(S) AND RETURNED WITH THE TENDER.

TENDER NO: CTR/LDH/1802/Cons/2017-41
DUE DATE : 15.03.2017

DATED: 13.01.2017
AT: 02:00 p.m.

PART – I

INVITATION OF TENDER

From: The General Manager.
Central Tool Room
A-5, Focal Point
Ludhiana-141 010
India.

To :

- 1.0 Sealed Tender for “**Hiring of Buses**” as per terms of reference given in the attached Schedule (Part-III) are invited by the General Manager, Central Tool Room, Ludhiana, India (hereinafter called the “Tool Room and/or the Purchaser”). The tenders shall be received up to 02.00 p.m. on 15.03.2017 and shall be opened in the presence of intending tenderers at 3:00 p.m. on 16.03.2017. Tenders received late will not be accepted. Tenders should be accompanied by interest free Earnest Money of an amount of Rs. 40,000/- (Rupees forty thousand only) in the form of Demand Draft / Bank Guarantee in favour of “Central Tool Room Ludhiana” payable at Ludhiana. Tenders without Earnest Money or bank guarantee in lieu thereof will not be accepted. Tenderers registered with DGS&D and/or NSIC for machine/equipment/goods mentioned in Part-III are exempted from depositing Earnest Money and Security Deposit on submission of proof of registration, alongwith the tender.
- 2.0 Tenders must be submitted on-line only on or before the stipulated date and time.

- 3.0 All pages of this tender document are to be signed by the tenderer and submitted with the tender.
- 4.0 The tenders should be valid for acceptance for a period of 90 days from the date of tender opening (due date). It is understood that the tenderers are being permitted to tender in consideration of the stipulation on their part that after submitting their tenders they will not resile from their offer(s) or modify the terms and conditions thereof.
- 5.0 a) If you are a firm (i.e. if you have a partner or partners, the authorized partner holding the Power of Attorney must sign each page of tender. A copy of the partnership agreement should be enclosed. A copy of the Power of Attorney duly executed in his favour authorizing him to bind the firm in all matters pertaining to the contract, including the submission of any dispute relating to business of the firm to arbitration, should be attached to the tender. Original documents are to be shown if and/or when required.
- b) If you are not a firm, the following certificate is to be attached to the tender:
- “I certify that I am the sole proprietor and there are no other partner doing business jointly with me.”
- c) In case of the limited company, tender documents should be signed by the managing director and the following certificate should be attached to the tender:
- “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 the documents on behalf of the company.”
- d) THE REQUISITE CERTIFICATE AS PER (a), (b) OR (c) ABOVE, CURRENT INCOME TAX CLEARANCE CERETIFICATE AND CERTIFICATE OF REGISTRATION WITH DGS&D OR NSIC, IF APPLICABLE, ARE TO BE ENCLOSED WITH THE TENDER.
- 6.0 The Tool Room reserves the right to reject any or all offers without assigning any reason whatsoever. The Tool Room also reserves the right to accept any tender in whole or in part without assigning any reason whatsoever. The successful tenderer shall be notified of the acceptance of the tender and till such intimation is received, tenderer(s) should not make any arrangement or incur any expenditure in anticipation of the receipt of notice of acceptance of the tender.

Other conditions of the Tender are:

- i) The basic consideration and the essence of the contract shall be strict adherence to the stipulated time schedule for the supply of contracted machine/equipment/goods/software/services i.e. “Time is the Essence of Contract”.

- ii) Failure and Termination: On acceptance of tender, if the tenderer whose tender is accepted fails to deliver the machine/equipment/goods/software/services within the period fixed for such delivery in the contract or as extended, or if the contractor repudiates the contract at any time before the expiry of such period, the purchaser may, without prejudice to their other rights-
 - a) Recover from the Contractor Liquidated Damages and by way of penalty a sum equivalent to 2% of the price of any machines/equipment/goods/software/services (including element of taxes, duties, freights, etc.) which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended, for each month or part of a month for which the delivery of such machine/equipment/goods/software/services may be in arrears when deliver thereof is accepted after expiry of the aforesaid period subject to maximum of 10.0% of the contract value.

OR

- b) Cancel the contract or a portion thereof and, if so desired and purchase the machine/equipment/goods/software/services not so delivered or others of a similar description (where machine/equipment/goods/services exactly complying with particulars are not, in the opinion of the Purchaser [which shall be final] readily procurable) at the risk and cost of the contractor. It shall, however, be the discretion of the Purchaser to obtain or not, the Performance Guarantee Bond from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm/firms.
- iii) Force Majeure: The Contractor shall not be liable to forfeiture of security deposit, liquidated damages or termination for default, if and to the extent the delay in performance or other failures to perform its obligations under the contract is the result of an event of Force Majeure. For the purpose of this clause “Force Majeure” means an event beyond the control of the contractor and not involving the contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv) Any dispute or difference arising in interpretations or applications of provisions of the Contract shall be referred to the sole arbitration of Development Commissioner, Ministry of MSME, Govt. of India or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

Arbitration shall be governed by Indian Arbitration Act. In case of any litigation the jurisdiction shall be Ludhiana

- v) In case of any change in the constitution of firm tenderer/contractor shall notify the same to the Tool Room provided that such change shall not relieve any former member/partner of the firm from any liability under the contract and provided that no new member/partner shall be accepted by the firm unless he agrees to abide by all the terms and conditions of this contract.
- vi) These tender documents are non-transferable.

For GENERAL MANAGER

Dated, Ludhiana, 04th March, 2017

PART – II (a)

TENDER

To
The General Manager,
Central Tool Room,
A-5, Focal Point,
Ludhiana-141010. (India)

Dear Sir,

I/We agree, on acceptance of the tender in whole or in part, to supply to Central Tool Room, Ludhiana, India, the machine/equipment/goods and accessories, detailed in the Tender enclosed herewith at prices quoted by me/us therein. I/We agree to hold the offer open for 90 days from the due date. I/We have read and understood the terms and conditions of the Tender Documents which shall become Contract on acceptance of tender, and agree to be governed by the same. I/We specifically undertake that I/We will not resile from my/our offer or modify the terms and conditions thereof.

Signature of the Tenderer

Place : _____

Date : _____

Name : _____

Designation : _____

Name & Address : _____

Of the firm : _____

WITNESS

Signature : _____

Name : _____

Designation : _____

Name & Address : _____

Of the firm. : _____

Part-II (b)

Tender

Performa for commercial bid :-

(Tenderer need not use this document exclusively but the offer should be in this format to the extent possible)

1. Tender No. & Date
2. Particulars of item/machine offered:-

<u>Sr. No.</u>	<u>Particulars</u>	<u>Qty.</u>	<u>Rate</u>	<u>Amount</u>
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Total _____

3. Particulars of Standard and Essential Accessories and Spares:-

<u>Sr. No.</u>	<u>Particulars</u>	<u>Qty.</u>	<u>Rate</u>	<u>Amount</u>
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Total _____

4. Particulars of optional Accessories & Spares:-

<u>Sr. No.</u>	<u>Particulars</u>	<u>Qty.</u>	<u>Rate</u>	<u>Amount</u>
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Total _____

5. Total Offer Price of Main items and Essential Accessories (2+3): -

<u>Amount</u>	<u>Rate</u>
i) Basic Amount	:
ii) Packing charges	:
iii) Excise duty	:
iv) Sales Tax	:
(We can issue form 'C' and are covered under VAT)	:
v) Forwarding charges	:
vi) Freight (pl. mention mode of Transport also)	:
vii) Transit Insurance	:
viii) Installation charges	:
ix) Commissioning charges	:
x) Training charges (Pl. specify free training and paid training for no. of personnel and days separately)	:
xi) Any other charges (Pl. specify)	:

(CTR will be at liberty to load the bidders & overheads etc. in case these are not indicated explicitly)

	Total _____
xii) Delivery period	
xiii) Warranty/Guarantee: -	

(Pl. specify the details of parts not covered and mention whether the warranty is for replacement or for repair. Responsibility for transportation etc. for replacement/repair should also be clearly mentioned)

xiv) Inspection Details: -	
xv) Payment terms: -	As per 'Terms of Reference'

PART – III

Hiring of Buses 32 seater/40 seater/52 seater on contact basis for a period of one year to pick students from different schools/colleges/institutes to CTR and drop back at their respective schools/colleges/institutes, as per following 'Terms of Reference' -

▪ **Delivery period**

Transport indents and orders:

Following will be the procedure for indenting of transport and complying with transport indents:-

- a. Normally 24 hours' notice will be given for providing a vehicle.
- b. In cases of urgent requirement, the transport may be demanded over the telephone. However, in such cases covering indents will be submitted by the indenting unit within eight hours.

▪ **Any other charges**

Contractor will clearly mention/quote charges separately in their quotation.

▪ **Other conditions**

In addition to above conditions, contractor will also ensure that:

1. The bus is painted in yellow colour.
2. It must be written on the back and front side of the bus, "On CTR duty".
3. First-aid box and fire extinguisher should be present in each vehicle hired.
4. Windows of the bus should be fitted with horizontal grills.
5. CTR name and telephone nos. are written on the bus.
6. Doors of the bus are fitted with reliable lock.
7. Driver should have at least five years of experience of driving heavy vehicle.
8. Contractor shall ensure that a driver who has been challaned more than two times in a year for the offences like red light jumping, violation of the lane discipline or allow unauthorized person to drive the school bus, should not be employed.
9. Driver and attendant of the bus shall wear uniform, prescribed by the competent authority in CTR, along with their name plates and license no.
10. Contractor shall ensure that the driver do not carry the students in excess to its registered seating capacity.
11. One-day refresher course on First-Aid and Fire extinguishing technique is conducted twice a year for the bus staff.
12. The routine medical checkup of the drivers to be ensured and reports submitted to CTR.
13. One attendant in each bus shall be provided. If the bus is used to transport girls, then a lady attendant shall be provided in such case.
14. The contractor shall ensure that the driver has not have been charged for a serious offence.
15. While on duty under this agreement, each bus will carry the following :-
 - a. One serviceable spare wheel.
 - b. Necessary spares and tools for repairs.

- c. Spare cans filled with oil and water.
16. Contractor will ensure that hired buses are mechanically fit and in good condition and check the following before sending the bus on duty :-
 - a. Wipers, light, indicators, horn and kilometer head are in working condition.
 - b. Tyre pressure is accurate and tyres are in good condition.
 - c. There is no unwanted sound from Engine/Exhaust.
 - d. The outlook of the driver and assistant i.e. dress worn by them is neat and clean and not dirty and has proper uniform of the firm/association with "LOGO".
 - e. There is adequate fuel in the fuel tank.
 - f. The driver is in possession of his driving license and other required documents of vehicle and mobile phone for communication.
 - g. Good condition of interior upholstery of the bus.
 - h. Bus has been certified fit by pollution control authority and is in possession of pollution check fitness certificate.
 - i. Functioning of brake and clutch is in order.
 - j. Good quality curtains will be provided on the windows of the bus.
 - k. The seats of the vehicle should be soft and firm.
 - l. First-Aid box with medicines should be placed in bus(s).
 - m. All lights including beacon lights and indicators should be in working condition.
 - n. Vehicle should be in mechanically fit condition and there should not be any vibration/ unnecessary sound.
 - o. Bus should be road worthy in all respect as assessed by the Contract Operating Officer/ authorized officer.
17. In the case of any accident, the contractor or his representative will inform the nearest Police Station.
18. Contractor agrees and will be responsible, for any untoward happening like accident/death of driver during duty and contractor shall not claim any compensation from CTR. No claim for compensation whatsoever shall be made to the contractor by CTR.
19. The manner, etiquettes, conducts and behavior of the driver(s) should be sober, amicable and acceptable in the society. At no stage or for any reason, the driver will be rude and retaliate/enter into an argument with the users.
20. Vehicles tendered after stipulated date and time shall not be acceptable and if found unsatisfactory/ in poor conditions, will be returned to firm concerned and no compensation will be paid/allowance from garage to garage and others. It will be 100% borne by the contractor.
21. The contract operating officers/users may reject the vehicle in case the tendered vehicle is not considered fit/suitable for the users.
22. No additional claim will be permissible for duties performed on Sundays/Holidays (including National Holidays).
23. Contractor will be liable to perform the duties detailed by the contract operating officer/his representative, as and when detailed to any station, under the prevailing

- conditions in the station or enroute e.g. natural calamities like flood, earthquake etc. and during strike, civil disturbances/outbreak of hostilities. No additional compensation will be given.
24. In case of any inconvenience/changes 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 contractor will not ask any relaxation/variation of schedule/conditions.
 25. Vehicles tendered will be registered/approved by the concerned RTO/RTA as commercial transport and all taxes paid on due date.
 26. All vehicles tendered will have valid comprehensive insurance.
 27. In case of repeated lapses as per terms and conditions of the contract i.e. five occasions in a month and/or 15 times during the period of the contract, the contractor may invite to cancellation of the contract. Contract Operating Officer may recommend removal of name from the approved list.
 28. In the event of breakdown of vehicles employed under this agreement (whether caused by mechanical defect or other reasons), contractor will replace them and arrange for replacement. If contractor fails to do so within one hour, the officer operating the contract will be at liberty to make suitable arrangements at contractor's risk and expense and such hiring will be intimated to the contractor after termination of duty through a written letter.
 29. Contractor will be responsible for safe carriage of stores/luggage/personnel and will not divulge to any one the nature of duty, destination and other information.
 30. Contractor will not be permitted to carry any unauthorized person/luggage in the vehicle once hired.
 31. Contractor agrees that buses of models more than 3 years old will not be provided for conveyance of personnel.
 32. If Contractor fails to meet the demand regularly, contractor will be issued with warning letters and after five warnings in a month and/or 15 warnings during the period of the contract, the contract could be recommended for cancellation by the contract operating officer.
 33. Contractor has no objection to the increase/decrease of the demand of vehicle placed on, provided such changes are made 12 hours in advance. However, a demand placed on may be cancelled four hours in advance.
 34. If Contractor or representative or partner or any employee of contractor is found guilty or indulging in malpractice, such as bribery, corruption, fraud, substitutions/adulteration of stores, interpolation, misbehaves with any Government official, the penalties as mentioned under various clauses/as applicable will be imposed.
 35. Contractor agrees to fumigate/disinfect vehicles against infectious diseases if any as desired by CTR authorities, all expenses in this connection shall be borne by contractor.
 36. The vehicles will remain engaged on 'as-required' basis.

37. In case of any accident during the performance of the duty the cost of damage will be borne by the contractor. No compensation will be given by the CTR.
38. Any dispute as to the capacity of vehicles shall be determined by the officer sanctioning the contract or an officer acting on his behalf, whose decision shall be final.
39. No payment shall be admissible for any period of time spent in halts for food, water, rest refueling, maintenance, repairs or for any other purposes, not specifically authorized by the schedule/officer operating the contract while employing the transport.
40. Contractor shall bear and pay all rates, taxes and fee payable in respect of the vehicles or drivers, which may be imposed by a municipal or other civil authority as applicable.
41. Vehicles will neither be detained after loading nor will be diverted to any other duty other than authorized by the contract operating officer, and will proceed direct to their destinations.
42. Driver of a vehicle will be changed immediately by contractor, if so desired by the contract operating officer or officer using bus.
43. Contractor 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 as per CBDT Circular number 681, dated 08 Mar 1994, where payment is more than Rs.10,000/- (Rupees ten thousand only).
44. All vehicles will report to vehicle parking area as specified by the Contract Operating Officer. No driver of any vehicle will be permitted to leave the vehicle unattended.
45. Time and Kilometer of duty will commence and terminate at the parking area as specified by contract operating officer. No extra Km/time will be given for vehicle to report from garage or return.
46. The contractor shall submit a self-attested photocopy of the driving license(s) of the driver(s), the registration certificate of the vehicle(s) offered and the vehicle insurance certificate valid for the contract period.

▪ **Payment terms**

- a. Payment shall be made on monthly basis for the runs undertaken, on submission of bills. The payment shall be made within 10 working days after submission of bill.
- b. Payment of all taxes (excluding toll tax) and any other charge as well as payment to the driver and attendant in respect of the hired buses shall be the responsibility of the contractor.
- c. Toll tax, if any, shall be reimbursed by CTR on production of original toll tax slip along with monthly bill.

The rates for the contract should be submitted as per the following format-

Sr. No.	Name of Vehicle	Seating capacity of the vehicle	Rate/trip up to run of 15 kms.	Rate/trip up to run of 30 kms.	Rate/trip above run of 30 kms.
1.					
2.					
3.					
4.					
5.					

NOTES:

- The contract for hiring transport is for the period from April, 2017 to April, 2018.
- The bus is expected to be hired for tentatively 15 days in a month.
- A trip is defined as picking of students from different schools/institution/college and drop back at their respective school/institution/college.

Signature of the Tenderer

Place: _____

Name :

Date: _____

Designation :

Name & Address of the firm : _____

WITNESS

Signature :
Name :
Designation :
Name & Address of the firm :