



Government of India  
Ministry of Communications  
Department of Telecommunications  
Telecom Enforcement, Resource & Monitoring Cell, Maharashtra  
2<sup>nd</sup> Floor, Khamla Telephone Exchange Building, Khamla, Nagpur – 440025

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**Tender No.: TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018**

## **E-Tender DOCUMENT**

**Tender for providing services of Hired Vehicles for the  
O/o DDG TERM MH, Nagpur  
Department of Telecommunications  
Ministry of Communications**

**Not transferable**

**Price of Bid Document: Rs. 600/-**

Deputy Director General  
Telecom Enforcement Resources & Monitoring Cell  
Maharashtra at Nagpur

(Visit us at [www.dot.gov.in](http://www.dot.gov.in), <http://eprocure.gov.in/eprocure/app>)

Total No. of the Pages 35

**Due date/Time of receipt: 1200 HRS of 02.04.2018**

**Due date/Online Opening at: 1230 HRS of 03.04.2018**

## Contents

Contents .....	2
NOTICE INVITING e-TENDER (NIT).....	3
SECTION I.....	5
Instructions to Bidders .....	5
SECTION II.....	10
Schedule of Requirement.....	10
SECTION III (PART A).....	12
General (Commercial) conditions of Contract.....	12
SECTION III (PART B).....	15
Special instructions to Bidders for e-Tendering.....	15
SECTION IV .....	20
Special conditions of Contract.....	20
SECTION V.....	23
Technical Bid Form .....	23
SECTION VI .....	25
Financial Bid (BoQ).....	25
SECTION VII.....	27
Contract Form.....	27
SECTION VIII.....	28
Performance Security Bond Form.....	28
ANNEXURE I.....	30
Declaration for website downloaded & Non-tampering of tender document .....	30
ANNEXURE II.....	31
Certificate on Non-Participation of near Relatives in the Tender .....	31
ANNEXURE III .....	32
Declaration regarding Blacklisting/Non-Blacklisting.....	32
ANNEXURE IV .....	33
Pre-Receipt for refund of Earnest Money Deposit.....	33
ANNEXURE V.....	34
Letter of Authorisation for attending office .....	34
Check List of Documents.....	35



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**2<sup>nd</sup> Floor, Khamla Telephone Exchange Building, Khamla, Nagpur – 440025**

## NOTICE INVITING e-TENDER (NIT)

**No.: TERM/MH/Tender/Hired Vehicle/2017-18**

**Dated 08.03.2018**

1. E-Tender on behalf of the President of India, are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing Services of vehicles on hired basis for the O/o DDG TERM MH at Nagpur for a period of one year from the date of contract. The bidders should have at least one diesel driven light commercial vehicles (type of vehicle mentioned below) of model (registration date) not older than January 2016, Taxi registered in the name of proprietor /partners of the firm and should be registered under Maharashtra Tourist Permit at the time of Bid submission. The requirements are as follows:

Description of services	Type of vehicles	Station	Quantity	Estimated Cost	EMD	Security Deposit or PBG
Diesel Driven Hired commercial registered vehicles on monthly basis	AC Indigo/Dzire or Equivalent or higher (Not older than January 2016 model)	Nagpur	2	Rs. 12,00,000/-	Rs. 30,000/-	Rs. 1,20,000/-
	AC Indigo/Dzire or Equivalent or higher (Not older than January 2016 model)	Nagpur	1			

### 2. Schedule

Dates of issue of Bid Document (Web Downloading)	08.03.2018 1030 Hrs
Last date & time for online submission of Bid	02.04.2018 1200 Hrs
Last date & time for physical submission of DD towards EMD and Tender document fee	02.04.2018 1200 Hrs
On-line opening of Tender Bids (Technical bids)	03.04.2018 1230 Hrs
Date & time for opening of Financial Bids for technically qualified bidders	Will be intimated later
Place of opening the Tenders	O/o DDG TERM Maharashtra, Khamla Telephone Exchange Building, Khamla, Nagpur – 440025
Bid Validity period/ validity of bid offer for acceptance by DoT	90 days from the date of opening of tender

**The tenders shall not be entertained after last date and time under any circumstances whatsoever.**

3. **Accessibility of Tender Document:** Tender document can be obtained by downloading it from the website <http://www.eprocure.gov.in> or [www.dot.gov.in](http://www.dot.gov.in)
4. **Tender Document Fee & EMD:** Tender Document Fee of Rs. 600/- & EMD of Rs. 30,000/- may be deposited in the form of following instrument:
- 4.1 In form of Demand Draft from Nationalized/scheduled bank drawn in favour of “Communication Accounts Officer O/o CCA (**Maharashtra**)” payable at Mumbai. This has to be submitted offline i.e. physically to this office (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.
- 4.2 In form of online payment through Non-Tax Receipt Portal (NTRP) also known as “Bharatkosh”. **The Soft copy of online payment receipt to be uploaded at the time of online submission of Bid.** The Non-Tax Receipt Portal (NTRP) is the initiative of O/o Controller General of Accounts, M/o Finance, Government of India to provide one stop services to deposit any fees/fine/other money into the Government Account through the web based portal <https://bharatkosh.gov.in>. For further information, user guides are available at <https://bharatkosh.gov.in/static/UserGuide.asp>.
- Note:** DoT has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender document would not be sold.
5. **Submission of Bids:**  
Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. Bids have to be submitted online only at website <http://eprocure.gov.in/eprocure/app> under two bid systems i.e. (i) Technical/Qualifying bid and (ii) Financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in **clause 8 section I**.
6. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the DDG TERM Maharashtra, Department of Telecommunications in this regard shall be final and binding on all.

Sd/-  
Director (TERM)  
O/o DDG TERM MH, Nagpur  
2nd Floor, Khamla Telephone Exchange Building,  
Khamla, Nagpur – 440025

# SECTION I

## Instructions to Bidders

### 1. Definition of Terms

- 1.1 The purchaser or Department or DOT means Telecom Enforcement, Resource & Monitoring Cell, Maharashtra, Department of Telecommunications its office situated at second floor, Khamla Telephone Exchange Building, Khamla, Nagpur – 440025.
- 1.2 The bidder/tenderer means the firm/agency that participates in this tender and submits its bid.
- 1.3 The Services means all the Services, which the supplier is required to provide to the purchaser under the contract
- 1.4 The Supplier or Contractor/Agency/Firm means the bidder whose bid will be processed by Department of Telecommunication and shall include such successful bidder, its legal representatives, successors.
- 1.5 EMD shall mean Earnest Money Deposit.
- 1.6 Security Deposit or Performance Bank Guarantee (PBG) shall mean monetary guarantee furnished by the successful bidder for due performance of the contract.
- 1.7 GST means Goods & Service Tax as effective from 01.07.2017.

### 2. Services to be provided: As per the **section II**.

### 3. Pre-Qualification Requirement for Bidders

- 3.1 Bidder must be a registered company, partnership firm or proprietary concern that should be registered with appropriate authorities.
- 3.2 The Bidder should be registered with GST (Goods & Service Tax) department and should have PAN provided by Income Tax department.
- 3.3 The bidder should have at least one light commercial vehicles of model (registration date) **not older than January 2016**, registered in the name of proprietor/partners/firm for use as commercial vehicles in the state of Maharashtra. Details of the vehicles may be indicated against **clause 13** in **section V**. The bidder should have registration certificate, valid pollution under control certificate, valid permits & authorization form, valid fitness certificate and valid comprehensive insurance cover for the vehicle in favor of proprietor/partners/firm as documentary evidence in support of each vehicle.
- 3.4 The bidder/firm hereby declares that they will be able to supply all the tendered requirement of commercial vehicles registered for use as commercial vehicles in the state of Maharashtra; having model registered not earlier than **January 2016** and in good running condition.
- 3.5 The bidder/firm should have Experience certificate for work experience of minimum 2 years (as on date of NIT of this tender document) within last 5 years for similar type of contract of supplying not less than one commercial vehicle to Government organization or any Public Sector Undertaking. Mere submission of work order copies will not accepted.
- 3.6 The employees of Department of Telecom and their near relatives are not entitled to participate in this tender.

### 4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the bid. DoT in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

### 5. Receipt and opening of Tenders

- 5.1 Tenders duly filled in will be received and opened on the same date and time indicated in the NIT in the presence of bidders/their authorized representatives who wish to be present. In case of authorized representatives, they have to bring with them the letter of authority from the corresponding bidder as per **Annexure V**.
- 5.2 If due date of receipt of tenders and that of opening of tender is declared to be a holiday subsequently, the tender would be received and opened on the next working day but the time of receipt and opening will remain the same.
- 5.3 Department of Telecommunications reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case, bidders shall not be entitled to any form of compensation from the Department.

## **6. Preparation of Bid**

### **6.1 Bid Document include:**

- i. Notice Inviting e-Tender (NIT)
- ii. Instructions to Bidders (Section I)
- iii. Schedule of Requirement (Section II )
- iv. General (Commercial) Conditions of Contract (Section III Part A)
- v. E-tendering instructions to Bidders (Section III Part B)
- vi. Special Conditions of Contract (Section IV)
- vii. Technical Bid (Section V)
- viii. Financial Bid (Section VI)
- ix. Contract Form (Section VII)
- x. Performance Security Bond Form (Section VIII)
- xi. Declaration regarding website downloading & Non tempering of Tender document (Annexure I)
- xii. Certificate regarding no near relatives (Annexure II)
- xiii. Declaration regarding Blacklisting/Non Blacklisting (Annexure III)
- xiv. Pre receipt of refund of EMD (Annexure IV)
- xv. Letter of authorization to attend bid opening (Annexure V)
- xvi. Check list (Section IX)

6.2 The bidders are required to submit the tender documents completed in all respects after satisfying each and every condition laid down in the tender document. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantively responsive may result in rejection of the bid.

6.3 A prospective bidder requiring any clarification on the Bid documents shall have to notify the purchaser in writing. The purchaser shall respond in writing to any such request which it receives not later than 5 days prior to the deadline prescribed for submission of bids.

6.4 The bid shall be filled either typed or printed or neatly hand written and all pages of the enclosures numbered sequentially and all pages of the bid document should be signed by the bidder or a person duly authorized by the bidder. **All rates shall be written both in figures and in words. Corrections, if any are to be made by crossing out, initialing and rewriting.** In case of discrepancy between the words and the figures, the rates indicated in the words shall prevail. All cutting, insertion needs to be authenticated. **No over writing/usage of correction fluid will be permitted.** Violation of the above will lead to the rejection of the tender.

### **6.5 Amendment of Bid document**

- i. At any time, prior to the date of submission of bids, DOT may, for any reason, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- ii. In order to afford prospective bidders a reasonable time to take the amendment in to account in preparing their bids, the DOT maybe or maybe not, at its discretion,

ought to extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made.

- iii. Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.
7. **Signing of Tender:** Signature should be done electronically as per e procurement system. An individual signing the tender or other documents connected with a contract must specify whether he signs as:-
- 7.1 A “Sole Proprietor” of the concern or constituted attorney of such sole proprietor.
  - 7.2 A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration dispute concerning the business of the partnership either by virtue of the valid partnership agreement or by a power of attorney duly executed by the partners of the firm. A copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the Partnership agreement or a general power of attorney. The Self-attested copy of the certificate of registration of firm should also be enclosed along with the tender.
  - 7.3 Director or Officer duly authorized by the Board of Directors of the company, if it is a company.
  - 7.4 In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, all the partners of the firm must sign the tender and all other related documents.
  - 7.5 A person signing the tender form or any other documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, competent authority may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
8. **Submission of Bids:** Bids have to be submitted online only at website address of <http://eprocure.gov.in/eprocure/app> in two bid systems i.e. (i) Technical/Qualifying bid and (ii) Financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted.
- 8.1 Bids must be submitted by the bidder on or before the 1200 Hrs of 02.04.2018.
  - 8.2 **The Technical bid shall contain**
    - i. Duly filled and signed Technical Bid Form as **per Section V.**
    - ii. EMD & Tender document fee: Scanned copy of DD to be uploaded online & original DD to be submitted offline in case of payment through DD. In case of online payment through NTRP, soft copy of payment receipt to be uploaded online.
    - iii. Self-attested copy of registration of company/partnership firm/proprietary with appropriate authority.
    - iv. Authorization letter in case person other than the bidder has signed the tender documents in respect **clause 7 of section I.**
    - v. Self-attested Copy of **PAN** card and of **GST** registration certificate issued by competent authority.
    - vi. Self-attested copy of registration certificate, valid pollution under control certificate, valid permits & authorization form, valid fitness certificate and valid comprehensive insurance cover for the vehicle owned by company/partnership firm/proprietary in respect of **clause no. 3.3 of Section I.**
    - vii. Self-attested copy of latest income tax return (FY 2015-16 or 2016-17).

- viii. Self-attested copy of Certificate of work experience of minimum 2 years (as on date of NIT of this tender document) within last 5 years for similar type of contract of supplying not less than one commercial vehicle to Government organization or any Public Sector Undertaking (signed copy to be scanned and uploaded online).
- ix. Duly filled and signed declaration regarding website downloading & Non tempering of Tender document (**Annexure I**).
- x. Duly filled and signed declaration regarding no-near relative (**Annexure II**)
- xi. Duly filled and signed declaration regarding Blacklisting/Non-Blacklisting (**Annexure III**).
- xii. Duly filled and signed Pre receipt of refund of EMD (**Annexure IV**).
- xiii. Tender document duly signed and stamped on all pages by bidder or his authorized representative in token of their acceptance.

**8.3 The Financial bid shall contain**

- i. Duly filled in financial bid as mentioned in **section VI** (BOQ).

**Note:** Original DDs of EMD and tender document fee have to be submitted offline as detailed under **clause 6 of section III (Part B)**. The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

- 8.4 DoT may, at his discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with **clause 6 of section I** in which case all rights and obligations of the DoT and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 8.5 "Financial Bid" of those Agencies/firms whose technical bid fulfills the terms & conditions as specified in Section I to V & Annexure I to IV will only be opened on a date to be notified separately.
- 8.6 Only tenders complete in all respects and received on or before the due date and time shall be considered.
- 8.7 Tenders should be submitted and signed by a duly authorized person giving full name of the firm with its current business address.
- 8.8 Department of Telecommunications reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- 8.9 Department of Telecommunications reserves the right to award the contract to one or more parties.
- 8.10 The quotation shall be valid for a period of at least 90 days from the date of opening of the tenders.
- 8.11 The bidders should satisfy themselves before submission of the tender to Department of Telecommunications that they meet the qualifying criteria and capability as laid down in the tender documents.
- 8.12 The bidder may modify or withdraw the bid before the deadline prescribed for submission of bid.

**9. Earnest Money Deposit**

- 9.1 Bidders shall submit along with the tenders, Earnest Money as indicated in **clause 4 of NIT**. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.
- 9.2 Earnest Money shall be forfeited in case of the followings :
  - i. EMD of a bidder will be forfeited, if the bidder withdraws or amends its bid or increases the rates after deadline for submission of the bid but before the validity of the quotation expires.



- ii. On refusal to enter into contract after award of contract.
  - iii. If the work is not commenced on the date of starting the work after work is awarded to the contractor.
- 9.3 No interest is payable on the Earnest Money Deposit under any circumstances and will be returned on completion of tendering process.

**10. Evaluation:**

- 10.1 DoT shall evaluate the bids to determine that they are complete, no computational errors have been made, required sureties have been furnished, the documents have been properly signed and the bids are generally in order.
- 10.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between amount quoted in words and figures, the amount in words shall be taken for evaluation.
- 10.3 Prior to the detailed evaluation, the DoT will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The DoT’s determination of bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by the DoT and shall not be considered subsequent to the opening of bids by correction of the non-conformity.
- 10.4 The purchaser is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and of allotting the quantities offered. The bidders shall supply the quantities as decided by the purchaser at the approved rates.
- 10.5 The DoT may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 10.6 **Detailed evaluation**

DOT shall evaluate the financial bids of eligible bidders (qualifying technical bids) to determine the L-1 bidder as per following calculations:

I. Charges for One AC vehicle (on monthly Basis) (X)	Monthly charges quoted + Charges for 200 Extra km per month + Charges for 10 extra hours per month + Charges for 01 days night halt
II. Charges for Two Non-AC vehicle (on monthly Basis) (Y)	Monthly charges quoted + Charges for 400 Extra km per month + Charges for 20 extra hours per month + Charges for 02 days night halt

Monthly hiring charges for all 3 vehicles specified in clause 1 of NIT with rates specified in financial bid will be worked out as:

**Total Bid Cost (Z) = X + Y**

**Note: L-1 will be arrived on the basis of lowest value of total cost of Bid arrived at in Section VI marked as “Z” above.**

## SECTION II

### Schedule of Requirement

- 1. General:** Department of Telecommunication requires AC & Non-AC taxis (as mentioned under clause 1 of NIT) for the official use of Telecom Enforcement, Resource & Monitoring Cell Maharashtra at Nagpur. It is therefore intended to enter into contract with taxi operator(s)/contractor(s) for a period of one year extendable for another one year with same terms and conditions with mutual consent for hiring of these cars on monthly basis. Details of vehicles required:

Description of services	Type of vehicles	Station	Quantity	Estimated Cost	EMD	Security Deposit or PBG
Diesel Driven Hired commercial registered vehicles on monthly basis	AC Indigo/Dzire or Equivalent or higher (Not older than January 2016 model)	Nagpur	2	Rs. 12,00,000/-	Rs. 30,000/-	Rs. 1,20,000/-
	Non AC Tata Indica, Tata Indica Vista or Equivalent or higher (Not older than January 2016 model)	Nagpur	1			

**2. Scope of work:**

- 2.1 The contractor shall provide registered Commercial vehicles on Hiring basis for running in Maharashtra State. The cars shall initially report as indicated below.

SL	Office where to report
1	O/o DDG TERM Cell, Maharashtra, 2nd Floor, Khamla Telephone Exchange Building, Khamla, Nagpur – 440025

- 2.2 Normally reporting will be as directed by the controlling officers within the jurisdiction of city of Nagpur and suburbs on monthly basis upon intimation for the same. The vehicle may be also used for journey to various stations of Maharashtra and neighbouring states.
- 2.3 Quantity of vehicles: Estimated number of vehicles to be hired is three however it should be clearly noted that DoT shall place the order only as per the actual requirement form time to time.
- 2.4 **Duty hours:** Ten hours per day on all days of month except Sundays. However actual duty hours shall be specified by actual users of vehicles.
- 2.5 **Notice Period:** I) for monthly and daily basis requirements one day in advance. II) Telephonic intimation shall be considered as notice. For urgent requirements, one hour in advance.
- 2.6 **Accuracy of Meter reading:** The accuracy of meter reading should tally with the actual distance of run at any instant and controlling/authorized officer shall have full power to check up the meter correctness and to take action to recover the actual loss if any to the purchaser accordingly.
- 2.7 **Special:**
- I. Intending bidder must have a telephone/mobile number where requisition of Vehicles can be conveyed round the clock. **Telephone/mobile number must be specified in the technical bid submitted by bidder.**

- II. No vehicle should be supplied having registration in the Name of employee of DoT staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.
  - III. Payment of any Govt. Tax including GST or duty for plying the vehicles in Maharashtra State will be liability of contractor.
  - IV. Parking and Toll charges, if any, may be claimed by producing the Parking/Toll slips along with the monthly bill. In case of journey out of Maharashtra, the liable entry tax for other states may also be claimed by producing the entry tax slip/receipt along with the monthly bill.
  - V. If monthly run is less than 1500 KMs in month, than balance KMs shall be brought forward and adjusted in next three months.
  - VI. The driver shall not be addicted to smoking, consumption of liquor/alcohol, Pan Masala/Gutka, Tobacco and shall never report to the duty under influence of alcohol.
- 2.8 The contractor will provide well-behaved drivers having knowledge of different routes, knowing minor repairs of vehicles, having valid driving licenses and also having proper uniforms and name badge. The driver would also be equipped with Mobile phone for communication at the cost of the contractor.
  - 2.9 The vehicle provided by the contract or must be in excellent condition and have proper and complete documents, which should be shown to the user /officer in charge of the vehicle, if asked for. If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of vehicle, so rejected.
  - 2.10 Normally, any change of Vehicle or driver on a regular basis shall be after written intimation to this office.
  - 2.11 The drivers of the vehicle will maintain Log books. The entries in the log book must be got certified from the officer/ officials and deposit the same at the close of each month duty to the officer in-charge, Department of Telecom.
  - 2.12 The contractor will comply with all the statutory requirements like pollution, emission, noise etc. applicable to transport vehicles.

## SECTION III (PART A)

### General (Commercial) conditions of Contract

1. Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT.
2. **Period of validity of bids**
  - 2.1 The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by DDG (TERM), Mumbai as nonresponsive.
  - 2.2 A Bidder accepting the request of DDG (TERM), Mumbai for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.
3. **Cancellation of bid:** DDG TERM Maharashtra reserves the right to cancel the bid (Tender) partly or fully without assigning any reason.
4. **Contacting the Purchaser:** No bidder shall try to influence the Purchaser on any matter relating to its bid, at any stage. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
5. **Security Deposit (or Performance Security)**
  - 5.1 The contractor shall furnish performance security to DoT as indicated at **clause 1 of NIT** within 10 days of conveying DoT's intention for accepting the bid failing which necessary action including forfeiture of the Earnest Money Deposit will be taken against the contractor.
  - 5.2 Performance Security shall be submitted in the form of Account payee DD or Bank Guarantee issued by a Scheduled Bank as per the Performa provided in **section VIII** of the bid document. Performance security in form of Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
  - 5.3 The security deposit will be refunded after three months (from the end of contract) after compliance of contractor's performance obligations under the contract.
  - 5.4 No interest is payable on the Security Deposit.
  - 5.5 Security Deposit will be forfeited in case of Termination of the contract for Unsatisfactory performance and/or Non-performance of the contract.
6. **Tax Deduction at Source:** Income tax and any other taxes as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.
7. **Deviation:** The contractor must comply with the tender specification and all terms and conditions of contract. No deviation will be permitted.
8. **Award of Contract:** DoT shall consider placement of letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable. DoT shall accept the lowest bid or any Tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason there of and without incurring any liability to the affected bidders for the action of DoT.
9. **Terms of Payment:** The bills in duplicate will be submitted for every month in the first week of the following month to the officers in charge of the Vehicles for the offices indicated at **clause 2.1 of section II** by the respective contractors for payment. The bills will be accompanied by log book, vehicle wise. Contractor will have to submit the **receipt of deposited GST one month prior to the expiry of contract**. The last bill will only be processed on showing the receipt of depositing of all previous GST for this contract.
10. **Duration/Period of Contract:** Normally contract will be for **1 (one) year** from the date of signing of the agreement. However, extension up to **next one year** will be considered at the same rates keeping in view of satisfactory performance of the firm and on mutual agreement.
11. **Termination of Contract:**

- 11.1 The purchaser may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.
- a. If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by the purchaser.
  - b. If the contractor fails to perform any other obligations under the contract agreement.
- 11.2 The purchaser may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.
- 11.3 Notwithstanding anything contained herein, the purchaser also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.
- 12. Termination for Insolvency**  
The purchaser may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
- 13. Right to vary Quantities**  
The purchaser reserves the right to increase or decrease the required quantity by one vehicle in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions. **Accordingly, +/- 25% in the cost also.**
- 14. Annulment of Award**  
Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.
- 15. Right to Accept or Reject**  
The purchaser reserves the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, without assigning any reason.
- 16. Arbitration:**
- 16.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the DDG TERM MAHARASHTRA, In case his designation is changed or his office is abolished then in such case to the sole Arbitration of the officer for the time being entrusted whether in addition to the function of the DDG TERM MAHARASHTRA or by whatever designation such officer may be called (herein after referred to as the said officer ) and if the DDG TERM MAHARASHTRA or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the DDG TERM MAHARASHTRA or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
  - 16.2 The arbitrator may from time to time with the consent of both the parties extend the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
  - 16.3 The venue of the arbitration proceeding shall be the office of DDG TERM MAHARASHTRA at Nagpur or such other place as the arbitrator may decide.

- 17. Jurisdiction of Courts:** The courts/ any other Tribunal or Forum in Nagpur alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.
- 18. Insurance:** The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on DoT, the same shall be reimbursed/indemnified by the Contractor.
- 19. Miscellaneous Conditions:**
- 19.1 No other person except Contractor's authorized representative shall be allowed to enter DoT premises.
  - 19.2 Within DoT premises, the Contractor's personnel shall not do any private work other than the normal duties.
  - 19.3 Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep DoT indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
  - 19.4 The personnel engaged by the Contractor are subject to security check by the DoT Security Staff at any time.
  - 19.5 Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance to his personnel that might become applicable under any Act or Order of the Govt. DoT shall have no liability whatsoever in this regard and the Contractor shall indemnify DoT against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
  - 19.6 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
  - 19.7 The contractor should prepare instruction sheet to the drivers with regard to their behaviour, salient conditions of the contract, numbers in case of emergency and ensure that the copy of the same shall be kept in the vehicle at all times.

**20. Force Majeure**

If during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

## SECTION III (PART B)

### Special instructions to Bidders for e-Tendering

#### General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in **section-III Part A** of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this system of procurement. For conducting electronic tendering, O/o DDG TERM Maharashtra, DOT has decided to use the (<http://www.eprocure.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications & Information Technology, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

#### Instructions:

**1. Tender Bidding Methodology:**

Sealed Bid System 'single Stage – 2 e-Envelopes'.

In case of two e-Envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

**2. Broad outline of activities from Bidders prospective:**

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on NIC's (National Informatics Centre) Central Public Procurement Portal (CPPP)
- c) Create Users and assign roles on CPPP
- d) View Notice Inviting Tender (NIT) on CPPP
- e) Download Official Copy of Tender Documents from CPPP
- f) Clarification to Tender Documents on CPPP Query to DOT (Optional) View response to queries posted by DOT, as addenda.
- g) Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- h) Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno-commercial Part.
- i) View Post-TOE Clarification posted by DOT on CPPP (Optional) Respond to DOT's Post-TOE queries.
- j) Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part(Only for Technical Responsive Bidders)
- k) Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
- l) Submission of offline documents in sealed envelope at O/o DDG TERM Maharashtra, 2nd Floor, Khamla Telephone Exchange Building, Khamla, Nagpur - 440025.
- m) **Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.**
- n) Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for Allowed/Not allowed
QA Certificate	Not allowed	Space in between words/characters not allowed

QA Certificate(1)	Not allowed	Special characters not allowed
QA_Certificate	Allowed	Underscore allowed between words /characters
QACertificate	Allowed	Upper & lower cases allowed

- o) It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. **BOQ section VI** (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (**Preferably below 50 MB**) may be checked.

**For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.**

### 3. Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> for more details].

### 4. Registration:

To use the NIC's Central Public Procurement Portal (<http://www.eprocure.gov.in>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and to the e-procure link then select Bidders Manual Kit.

**Note:** Please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

#### **NIC Help Desk No.:**

Telephone No. 1800 233 7315

Email ID: [cphp-nic@nic.in](mailto:cphp-nic@nic.in)

#### **DOT Contact, for TERM MH, Nagpur:**

- i. Sh. Manoj Kumar Singhal, Assistant Director General  
Telephone/Mobile: 0712-2288970  
E-mail ID: [manoj.singhal@gov.in](mailto:manoj.singhal@gov.in)
- ii. Sh. Prashant Pantode, Director  
Telephone/Mobile: 0712-2293444  
E-mail ID: [dir-vtm-mah@nic.in](mailto:dir-vtm-mah@nic.in)

### 5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on CPPP. Broad outline of submissions areas follows:

- a) Submission of Bid Security/Earnest Money Deposit (EMD)
- b) Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- c) Tender Documents/Addendum/Addenda
- d) Two Envelopes
  - Techno-commercial-Part
  - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – “Complete”.



Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, **contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.**

**Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.**

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

#### **6. Offline Submissions:**

The bidder is requested to submit the following documents offline to O/o DDG TERM MH, 2<sup>nd</sup> Floor, Khamla Telephone Exchange Building, Khamla, Nagpur -440025, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed as "E-Tender for providing services of Hired Vehicles for office of DDG TERM MH, Nagpur" and the words 'DO NOT OPEN BEFORE' **(1230 Hrs 03.04.2018)**.

a. EMD-Bid Security in Original in accordance with **Clause 4 of NIT**.

b. DD against payment of tender fee in accordance with **Clause 4 of NIT** for hiring of vehicles.

**Note: 1.** The Bidder has to upload the Scanned copy of all above mentioned original documents during Online Bid-Submission.

**Note: 2. Special Note on Security of Bids:** Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

#### **7. Public Online Tender Opening Event (TOE)**

CPPP offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public

Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on CPPP. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

CPPP has a unique facility of 'Online Comparison Chart' which is dynamically updates each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

CPPP has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on CPPP. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**Note:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of DOT by the bidders in time, then DOT will promptly re-schedule the affected event(s).

**8. Other Instructions:-**

For further instructions, the vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), click on e-procure and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The help information provided through '**CPPP User-Guidance Center**' is available in three categories –

Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

**Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

**The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to -**

- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on **CPPP**.
- b.** Register your organization on **CPPP** well in advance of your first tender submission deadline on **CPPP**.
- c.** Get your organization's concerned executives trained on **CPPP** using online training module well in advance of your tender submission deadline on **CPPP**.
- d.** Submit your bids well in advance of tender submission deadline on **CPPP** (DOT should not be responsible any problem arising out of internet connectivity issues).

**Note:** While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

**9. Minimum Requirements at Bidders end**

Computer System with good configuration (Minimum P-IV, 1GB RAM, Windows XP) 2 Mbps of Broadband connectivity with UPS. Microsoft Internet Explorer 6.0 or above Digital Certificate(s) for users.

**10. PRICE SCHEDULE/BOQ:**

Utmost care may kindly be taken to upload price schedule/BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

1. Download price schedule/BOQ **section VI** (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule/BOQ as specified in XLS format only. Please enter only bidder name and rates in figures.
3. BOQ **section VI** file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet/BOQ, price schedule/BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

## SECTION IV

### Special conditions of Contract

1. The special conditions of contract shall supplement the General conditions of the contract as contained in **section III (Part A)** and wherever there is a conflict, the provisions herein shall prevail over those in **section III (Part A)**.
2. The office of the purchaser, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall the purchaser assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per minimum wages Act & existing provisions of various labour laws and regulations is the sole responsibility of the contractor. Observance of such laws or regulations shall be the responsibility of the contractor.
5. No sub-contracting is permissible. The near relatives of all employees working in the DoT either directly recruited or on deputation is prohibited from participation in this tender. The detailed guidelines in this regard are given in the following paragraphs:-
  - i. The near relatives for this purpose are defined as:
    - (a) Members of a Hindu Undivided family,
    - (b) They are husband and wife,
    - (c) The one is related to the other in the manner as father, mother, son (s) & son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
  - ii. As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all DoT employees and in view of this as soon as any DoT employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head / Circle Head / Chief Engineer / Chief Archt. / Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head / Chief Engineer / Chief Archt. / Corporate office under whom he is posted.
  - iii. The Company or firm or any other person is not permitted to tender for works in DoT Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Architect/ Corporate Office for non-executive employees and DDG TERM MH at Nagpur for executive employees (including those called as Gazetted officers at present.
6. The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The purchaser shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to the purchaser have to be suitably compensated by contractor.
7. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, the purchaser will not pay any mileage run for such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability. **When the**

**vehicle is sent for the servicing than for that day any other vehicle of same or higher type is to be provided up to the satisfaction of the user.**

8. Regular checking of meter by the designated transport authority may be done by the contractor and copy of the requisite certificate is to be produced in every three months to the purchaser. In addition to this the certificate may be demanded as and when the user feels the need.
9. In case of any vehicle is utilized below 1500 KMs in a month, balance KMs shall be carried for next three months and will be adjusted against extra mileage, if any without any extra cost to DOT, otherwise it will go lapse. In case of bill for the last month of the contract period, the payment will be done on prorata basis.
10. Normally the vehicle may be used anywhere in the territorial jurisdiction of the purchaser but can even be outside the jurisdiction as per the need basis.
11. During the operation of agreement in any month, the vehicle model shall not be older than year 2016 and change of vehicle with similar type or higher will be allowed during break down of contract vehicle and with written approval of controlling officer.
12. **TDS applicable** will be deducted from the payable amount of the bill.
13. The vehicle to be parked at office premises or any other place of choice of the contractor but not more than 10 (ten) kilometres per day or the actual distance covered in round trip between user delivery address and the garage (provided by vehicle owner), whichever is less, will be given for counting of distance on days the vehicle is actually called for duty. For this purpose, the contractor will have to submit the address (at the start of month and also along with the monthly bill) of garage/ normal parking place.
14. The contractor shall abide by all local/municipal/state/central laws and regulations.
15. Payment of all kinds of **Government taxes or duties** for supplying vehicles will be the liability of the contractor.
16. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the purchaser to contact them as and when required, during the period of the contract. In case, it is not possible to contact the driver, due to any reason, than the same will be intimated to the contractor on the number provided in Technical Bid form. It will be the responsibility of the contractor to make alternate arrangement of the driver and vehicle.
17. Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and **“misbehaviour”** by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the purchaser.
18. The Service provider/contractor shall not engage any person below the age of 18 years.
19. Vehicles shall be maintained in good condition. Vehicles so hired may be inspected by user or any officer of the purchaser.
20. In case of night halt, only the night halt charges will be paid and the time from 7:00 PM to morning 9:00 AM will not be counted for duty hours.
21. **Penalties or Liquidated Damage Charges:**
  - I. The vehicle is to be made available at any time as and when required (including Sundays and public holidays). **In case of non-availability of vehicles penalty of Rs. 500/- per day shall be imposed** in addition to deduction at pro-rata basis for that day. The intimation to driver and/or contractor about requirement of vehicle and the non-availability of vehicle within one hour is sufficient to impose the penalty. Delay in supply of vehicle more than 1 (One) hour will be treated as not supply of vehicle that day.
  - II. In case of break down, vehicles have to be replaced by other vehicle (of similar type or higher) immediately or within not more than one hour. In case of non-availability of suitable vehicle (of similar type or higher) within one hour, a penalty up to **Rs. 300/-** may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down **exceeds three times in a month, a penalty of Rs. of Rs. 300/- per break down shall be imposed.**

III. **In case of non-availability of vehicles during extra hours, a penalty of Rs. 300/- per occasion shall be imposed.**

**22. Price Revision:**

**22.1** No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid/deducted only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

$$\text{Increase or decrease in Diesel price during the month} = \frac{(\text{Actual KMs run by the vehicle}) \times (\text{Revised rate per litre} - \text{Base rate per litre})}{\text{Average KM per litre of Diesel consumption (KMPL)}}$$

(Note: - The Base Rate of Diesel is the prevailing rate on the date of commencement of work/contract. The Average KMPL is to be considered as 14 KM per litre. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

**22.2** The review for change in hire charges due to change in fuel rates shall be affected at the end of concerned quarter (counted from the month of beginning of contract). The change in hire charges, if any, shall be applicable from the 1<sup>st</sup> day of next quarter.

**22.3** The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1<sup>st</sup> of the month.

## SECTION V

### Technical Bid Form

**Tender no.: TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018**

(Tender for providing services of Hired Vehicles for the Office of DDG TERM MH, Nagpur)

Bidder's details:

1. Name of the firm -
2. Name of proprietor/ partner/Director of firm -
3. Name of other partners & Directors of the firm -
4. Full address for correspondence -
5. Registered office address -
6. Location of Garage -
7. Name of the bank (With full address) -
8. Bank Account Number -
9. PAN no. -
10. GST Registration no. -
11. Telephone No. (Office, Residence, Garage) -
12. Fax no. and email address -
13. i. Date/ year of commencement of business -  
ii. Details of vehicles as detailed in **clause no. 1 of NIT & clause no. 3.3 of section I**, owned by the bidder:

Sl. No	Registration No. and date	Make and model	AC/ Non-AC	Date of Purchase
1				
2				
3				
14. Contact name of the person with Mobile no. (for service before 9 AM or after 7 PM or during the day) -

15. Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs or Government Departments during the last five years in the following format.

Sl. No	Details of client along with address, telephone & FAX numbers	Value of Contract in Rs. (lakhs)	Duration of Contract	
			From	To
1				
2				

(If the space provided is insufficient, a separate sheet may be attached)

16. Any other information, which the bidder considers necessary to bring to the notice.
17. Having read the conditions of contract and services to be provided, including addenda/corrigendum(s) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
18. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
19. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum as mentioned in tender document for due performance of the Contract.
20. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
21. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
22. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
23. We understand that you are not bound to accept the lowest or any bid, you may receive.

It is certified that the above information/certificates are true and in case of any of these found to be false; I/we shall be liable for any action as decided by the Department of Telecommunications.

Dated:

Signature of.....in capacity of duly authorized to sign the bid for and on behalf of .....

Signature & Stamp



## SECTION VI Financial Bid (BoQ)

Tender No.: TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018

### Format for Quoting Rates for Vehicles on Monthly Basis–Schedule of Hire Charges

**Part I: AC Vehicle: Indigo/Dzire/ETIOS/Linea or Equivalent or higher (Diesel driven only)**

No.	Description	Quantity for Evaluation Purpose Only (Actual may vary) (A)	Units	Rates in Figures to be entered by the bidder (B)	Rates in words to be entered by the bidder	Value (in Rs.) (C)
1.1	Monthly Charges (For 1500 KMs per month) in Rs.	2	No.s			$C1 = A1 \times B1$
1.2	Charges for extra KM (over 1500 KMs per month) in Rs. Per KM	400	KMs			$C2 = A2 \times B2$
1.3	Charges for extra hours beyond Duty hours in Rs. Per hr.	20	HRs			$C3 = A3 \times B3$
1.4	Charges for outstation night halt charges in Rs. per night	02	No.s			$C4 = A4 \times B4$

**Part II: Non-AC Vehicle: Tata Indica, Tata Indica Vista or Equivalent or higher (Diesel driven only)**

No.	Description	Quantity for Evaluation Purpose Only (Actual may vary) (D)	Units	Rates in Figures to be entered by the bidder (E)	Rates in words to be entered by the bidder	Value (in Rs.) (F)
2.1	Monthly Charges (For 1500 KMs per month) in Rs.	1	No.s			$F1 = D1 \times E1$
2.2	Charges for extra KM (over 1500 KMs per month) in Rs. Per KM	200	KMs			$F2 = D2 \times E2$
2.3	Charges for extra hours beyond Duty hours in Rs. Per hr.	10	HRs			$F3 = D3 \times E3$
2.4	Charges for outstation night halt charges in Rs. per night	01	No.s			$F4 = D4 \times E4$

**Calculation for Total Bid Cost:**

- For AC Vehicle (X) =  $C1+C2+C3+C4$
- For Non-AC Vehicle(Y) =  $F1+F2+F3+F4$
- **Total Bid Cost (Z) = X + Y**

DATE

SIGNATURE

SEAL

### Part III: Daily Basis

No	Description	Rates in Figures to be entered by the bidder (in Rs.)	Rates in words to be entered by the bidder (in Rs.)
3.1	Charges for 10 Hrs & 100 KMs for AC Indigo/Dzire or Equivalent(Diesel)		
3.2	Charges for 10 Hrs & 100 KMs for AC SX-4/Honda City/Accent/Ford (Diesel)		
3.3	Charges for 10 Hrs & 100 KMs for Non AC Tata Indica/Vista or Equivalant(Diesel)		

(The above BOQ template must not modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Note 1: The vehicle requirement under part (III) above for daily basis is purely to meet contingency needs & **has no role in evaluation of financial bid**. Minimum/Maximum requirement hence cannot be foreseen but bidder shall be bound to provide additional vehicles required as per daily rates.

Note 2: The detailed evaluation procedure to arrive at L-1 bidder will be as mentioned in **clause 10.6 of section I** of tender document.

Note 3: The rates should be inclusive of all statutory/taxation liabilities (except GST which shall be paid as applicable from time to time).

Note 4: Terms and conditioned mentioned in this tender (No. TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018) are applicable.

Note5: Rates should be quoted for all the items.

Certified that I have quoted the above rates all-inclusive in figures and words and I am agreeable to the terms and conditions of the Tender Schedule.

Signature:

Name:

Name & address of the firm:

# SECTION VII

## Contract Form

Tender No.: **TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018**

1. This agreement is made on this.....day of .....2018 between M/s..... (hereinafter called “first party” which expression shall include his heirs, executors and administrators/their successors) whose registered office is at .....and is registered under ..... and acting through its authorized official Sh. .... and Telecom Enforcement, Resource & Monitoring Cell, Maharashtra, Department of Telecommunication (hereinafter called “DOT” whose term includes its successors and assignees), these party, whose office is situated at 2nd Floor, Khamla Telephone Exchange Building, Khamla, Nagpur - 440025 and acting through its authorized official Sh ....., at DDG TERM MH Office at Nagpur, shown as under:-

That whereas the first party shall and will execute the work described as providing taxis/vehicles to DOT as per all the terms and conditions given in tender document no. **TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018** and all its sections & annexure(s) and rates as mentioned in Appendix-I which shall become part and parcel of this agreement. The first party has deposited Rs...../- (Rupees .....only) as interest free Performance Security.

This agreement is made for a period of one year from..... to .....as in **clause 10 of Section III (Part A)** of the bid document as decided upon to do so by the second party on the same terms, norms and rate.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURE ON THIS ..... DAY OF.....2018.

Signed .....

Signed .....

**For and on behalf of the First Party**

Name (caps) .....

Designation .....

Date .....

**For and on behalf of the DoT**

Name (caps) .....

Designation .....

Date .....

In the presence of Witnesses

- 1.
- 2.

In the presence of Witnesses

- 1.
- 2.

## SECTION VIII

### Performance Security Bond Form

Tender No.: **TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018**

1. In consideration of DDG TERM Maharashtra, Nagpur (here in after called the Government) having agreed to exempt \_\_\_\_\_(here in after called the said contractor(s) from the demand of security deposit/earnest money of Rs \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the Bank) \_\_\_\_\_(herein after referred to as “the Bank”) at the request of \_\_\_\_\_ Contractor’s do hereby undertake to pay the DDG TERM MH, Nagpur amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG TERM MH, Nagpur reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement.
2. We (Name of the bank)..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(s) failure to perform the said agreement. Any such demand make on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding.....
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so make by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) have no claim against us for making such payment.
4. We (name of the bank)..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....(Office/department) Ministry of.....certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is make on us in writing on or before the expiry of ONE and HALF YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We (name of the bank).....further agree with the Government that the Government shall have the fullest liberty without our consent and without affection in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contract(s) from time of time or the postpone for any time or from time to time any of the powers exercisable by the

Government against and said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said contractor(s) for any forbearance, act or omission on the part of the Government of any indulgence by the government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by the Government.

Dated the .....	For..... (Indicate the name of the bank)
Witness .....	Telephone No(s).....
Fax No.....	E-mail Address.....

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

## ANNEXURE I

### **Declaration for website downloaded & Non-tampering of tender document**

Tender No.: **TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018**

I/We Proprietor/Partner(s)/Director(s) of M/s ....., hereby declare that I/We have downloaded the Tender Document from the website <http://www.eprocure.gov.in> or [www.dot.gov.in](http://www.dot.gov.in) and I/We have not tampered the tender document issued vide Tender No: TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018. I/We also declare that I have enclosed a DD no. ....dated..... for Rs..... towards the cost of tender document along with technical bid". In case at any stage, if it is found that the information given above is false or incorrect, DoT shall have the absolute right to take any action as deemed fit without any prior intimation.

**Signature of the Bidder with Date & Seal**

## ANNEXURE II

### Certificate on Non-Participation of near Relatives in the Tender

(Called for hiring Light Commercial vehicles on Long Term use in DDG TERM MH  
(As required under Section IV, clause (5) of Bid-Documents)

Tender No.: **TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018**

I.....S/o.....resident of.....  
.....hereby certify that none of my  
near relative(s) as defined in **clause 5 section IV** in the tender document is/are employed in  
DoT. In case, at any stage, it is found that the information given by me is false/incorrect, DoT  
shall have absolute right to take any action as deemed fit without any prior information to me.

Signed \_\_\_\_\_

For and on behalf of the Transporter

Name (caps) \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership  
firm by all partners and in case of limited company by all the directors of company)

## ANNEXURE III

### Declaration regarding Blacklisting/Non-Blacklisting

(From taking part in Government tender by DoT/Govt. Dept./PSUs)

Tender No.: **TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018**

I/We Proprietor/Partner(s)/Director(s) of M/s.....hereby declare that the firm/company namely M/s.....has not been blacklisted or debarred in the past by any other Government organization or Public Sector Undertaking (PSU) from taking part in Government tenders.

**Or**

I/We Proprietor/Partner(s)/Director(s) of M/s.....hereby declare that the firm/company namely M/s.....was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of.....years w.e.f.....The period is over on.....and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by the purchaser, and EMD/SD shall be forfeited. In addition to the above the purchaser, will not be responsible to pay the bills for any completed/partially completed work.

Signature

Name

Capacity in which signed:

Name & address of the firm:

<p><b>Seal of the firm should be Affixed.</b></p>
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## ANNEXURE IV

### Pre-Receipt for refund of Earnest Money Deposit

Tender No.: **TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018**

Received with thanks from O/o DDG TERM MH, Nagpur sum of Rs...../-  
(Rs..... only), towards refund of Earnest Money  
Deposit paid in respect of Tender for **“Tender for providing services of Hired Vehicles for  
office of DDG TERM MH, Nagpur”** vide Tender No.: **TERM/MH/Tender/Hired  
Vehicle/2017-18 dated 08.03.2018**

Date:

Signature of Bidder  
(On one rupee revenue stamp)

Place:

Name & Address:

(Note: EMD will be returned to unsuccessful Bidder only after finalization/completion of the tender)

## ANNEXURE V

### Letter of Authorization for attending office (To reach on or before time of bid opening)

Tender No.: **TERM/MH/Tender/Hired Vehicle/2017-18 dated 08.03.2018**

To,  
Deputy Director General,  
TERM Cell, MH Nagpur-25

Subject:- Authorization for attending bid opening on..... (date) in the tender of  
.....

Following persons are hereby authorized to attend the office for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below:-

Order of Preference	Name	Specimen Signature
1.		
2.		

Signatures of bidder

Or

Officer authorized to Sign the bid Documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend office. In case, where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where bids are processed may be refused in case authorization as prescribed above is not received.

## SECTION IX

### Check List of Documents

Sr. No.	Particulars
1.	Duly filled and signed Technical Bid Form as <b>per Section V</b> .
2.	EMD & Tender document fee (scanned copy of DD to be uploaded online & original DD to be submitted offline in case of payment through DD. In case of online payment through NTRP, soft copy of payment receipt to be uploaded online).
3.	Self-attested copy of registration of company/partnership firm/proprietary with appropriate authority. And <b>authorization letter</b> in case person other than the bidder has signed the tender documents in respect <b>clause 7 of section I</b> .
4.	Self-attested Copy of <b>PAN</b> card and of <b>GST</b> registration certificate issued by competent authority.
5.	Self-attested copy of registration certificate, valid pollution under control certificate, valid permits & authorization form, valid fitness certificate and valid comprehensive insurance cover for the vehicle owned by company/partnership firm/proprietary in respect of <b>clause no. 3.3 of Section I</b> .
6.	Self-attested copy of latest income tax return (FY 2015-16 or 2016-17).
7.	Self-attested copy of certificate of work experience of minimum 2 years (as on date of NIT of this tender document) within last 5 years for similar type of contract of supplying not less than one commercial vehicle to Government organization or any Public Sector Undertaking (signed copy to be scanned and uploaded online).
8.	Duly filled and signed declaration regarding website downloading & Non-tempering of Tender document ( <b>Annexure I</b> ).
9.	Duly filled and signed declaration regarding no-near relative ( <b>Annexure II</b> )
10.	Duly filled and signed declaration regarding Blacklisting/Non-Blacklisting ( <b>Annexure III</b> ).
11.	Duly filled and signed Pre receipt of refund of EMD ( <b>Annexure IV</b> ).
12.	Tender document duly signed and stamped on all pages by bidder or his authorized representative in token of their acceptance.
13.	Financial Bid (BoQ) – <b>section VI</b>

Documents should be enclosed are as follows:-

- I. Technical Bid- All documents from Sl. Nos. 1 to 12 in the above checklist should be serially scanned and uploaded.
- II. Financial Bid- Financial bid should be completed in BoQ format (excel sheet) and uploaded.

**DATE**

**SIGNATURE**

**SEAL**