

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
O/o DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL, HYDERABAD

BID DOCUMENT
TENDER DOCUMENT FOR HIRING OF COMMERCIAL VEHICLES (NON-AC
AMBASSADOR /TATA INDICA) FOR USE IN
O/o DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL, HYDERABAD

No. TERM/HYD/VehicleTender/2010/23

Date : 18-10-2010

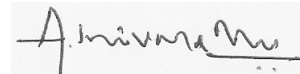
भारत सरकार Govt. of India
संचार एवं सूचना प्रौद्योगिकी मंत्रालय Ministry of Communications and I.T.
दूरसंचार विभाग Department of Telecommunications
उप महानिदेशक टीईआरएम सेल, हैदराबाद का कार्यालय % the Dy. Director General(TERM CELL) Hyderabad
दूसरा तल, कवाडीगुडा टेलीफोन केंद्र, भोलकपुर, हैदराबाद-80
II Floor, Kavadiguda Telephone Exchange, Bholakpur, Hyderabad-80

NOTICE INVITING TENDER

Wax / tape sealed Tenders are invited on behalf of the President of India for hiring of commercial vehicles (Non-AC Ambassador /Tata Indica) as listed in enclosure not older than 2007 model from the reputed contractors recognized by the Department of Tourism of Government of India / State Govt. any other reputed public institution / Body, having not less than 5 vehicles and experience in supplying commercial value vehicles for the last one year to any Central/ State Govt. organization or a public sector undertaking.

Sl. No	Activity Description	Time Schedule
1	Tender No.	No. TERM/HYD/VehicleTender/2010/23 Date: 18-10-2010
2	Time and last date of issue of Bid Document	Between 10.00 Hrs and 17.00 Hrs on all working days from 18-10-2010 to 12-11-2010
3	Time and last date of depositing tender/Bid	13.00 Hrs of 15-11-2010
4	Time and date of Opening of Tender/Bid	14.30 Hrs of 15-11-2010
5	Minimum validity of tender offer	90 days from the date of Opening
6	Services to be offered	Hiring of commercial vehicles (Non-AC Ambassador /Tata Indica)
7	Performance Security	10% of the tendered value
8	Duration of contract	One year from the date of award of contract with an option of extension for a further period of one year on the same rates, terms and conditions.

Intending eligible bidders may obtain Bid Document from ADG (Admn), O/o DDG(TERM), 2nd Floor, Kavadiguda Tel Exge Bldg., Bholakpur, Hyderabad free of cost on any working day (i.e., Monday to Friday from 10:00 Hrs. to 17:00 Hrs) from 18-10-2010 to 12-11-2010. Bid documents can be downloaded from the website http://www.dot.gov.in/tender/tender_new.htm also.



Asst. Director General (Admn. & ISP)
टीईआरएम सेल हैदराबाद
TERM CELL-Hyderabad
टेलीफोन / Telephone : 040-27544000

भारत सरकार Govt. of India

संचार एवं सूचना प्रौद्योगिकी मंत्रालय Ministry of Communications and I.T.

दूरसंचार विभाग Department of Telecommunications

उप महानिदेशक टीईआरएम सेल, हैदराबाद का कार्यालय % the Dy. Director General(TERM CELL) Hyderabad

दूसरा तल, कवाडीगुडा टेलीफोन केंद्र, भोलकपुर, हैदराबाद-80

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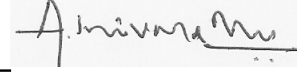
Date : 18-10-2010

Section I

On behalf of the President of India, sealed tenders are invited for the supply of hired Vehicles for use of office of Dy. Director General, Telecom Enforcement, Resource and Monitoring Cell, Hyderabad.

Sealed Tenders are invited up to 13-00 hrs. on 12.11.2010 for hiring commercial vehicles (Non-AC Ambassador /Tata Indica) not older than 2007 year model from the reputed contractors recognized by the Department of Tourism of Government of India / State Govt. any other reputed public institution / Body, having not less than 5 vehicles and experience in supplying commercial value vehicles for the last one year to any Central/ State Govt. organization or a public sector undertaking.

The terms and conditions are enclosed.



Asst. Director General (Admn. & ISP)

टीईआरएम सेल हैदराबाद

TERM CELL-Hyderabad

टेलीफोन / Telephone 040-27544000

Fax No. 040-27543322

SECTION II

INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

1. Services to be provided : are given in Section VI

2. Eligible Bidders

- a. Bidder should be recognized from the Department of Tourism, Govt. of India/ State Govt./ Any other Public Institution/ Body.
- b. The Bidder should own or lease sufficient vehicles (minimum 5) of model not older than year 2007, vehicles registered as commercial vehicles in their name or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced when called for.
- c. The Bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than year 2007.
- d. The Bidder shall have experience of minimum period of 1 year for similar type of contract of supplying not less than 5 commercial cars to Govt. Organizations or any Public Sector Undertaking.

3. 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 of outcome of the bidding process.

4. Bid Document

4.1 Bid document includes

- a. Instructions to bidders
- b. General condition (Commercial) of the contract
- c. Special conditions of contract
- d. Schedule of requirement and Price schedule
- e. Services to be provided
- f. Bid form
- g. Bid security form
- h. Performance Security Bond Form
- i. Letter of authorization to attend bid opening
- j. Certificate on Non-participation of near relatives in the tender

- 4.2 The bidder is required to examine all instructions, forms, terms, and specifications in the Bid documents. Failure to furnish all or any of the information required as per Bid document 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.
- 4.3 A prospective bidder requiring any clarification on the Bid documents shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.
5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications.
 - i. Partnership Deed or proprietorship deed or Articles/Memorandum of Association as the case may be, latest Annual Account in form C 6
 - ii. Latest Income Tax Clearance Certificate (ITCC)

6. Amendment to bid document

- i. At any time, prior to the date of submission of bid, DDG(TERM) may, for any reason whether at his own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- ii. The amendments shall be notified in writing to all prospective bidder and these amendments will be binding on them.

7. Documents comprising the bid

The bid prepared by the bidder shall comprise the following components.

- a. Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted
- b. Bid security furnished in accordance with clause 11
- c. A clause by clause compliance as per clause 10
- d. Bid form and price schedule completed in accordance with clause 8 and 9

8. Bid Form

The bidder shall complete the bid form and the appropriate price schedule furnished in the bid document covering the service to be rendered quality and price schedule as per Section – V

9. Bid Price:

- i. The supplier shall quote as per price schedule given in Section V for all types of vehicles given in the schedule of requirement.
- ii. Bid Price shall be inclusive of all taxes.

- iii. The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iv. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. Clause by clause compliance:

A clause –by-clause compliance of service to be provided (Section VI), and special condition (Section IV), shall be given.

11. Bid Security:

11.1 Pursuant to clause 6, the bidder must deposit Rs.**10,000/-**(Rupees **Ten thousand only**) as bid Security (EMD). The Bid Security shall be in the form of DD drawn in favour of CAO (Cash) %Pr. CCA, Hyderabad which may be submitted in a separate cover.

11.2 The successful bidders' security will be discharged upto the bidders' acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.

11.3 The Bid Security may be forfeited:

- a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b. If the successful bidder fails.
 - i. To sign contract in accordance with clause 18
 - ii. To furnish performance security in accordance with clause 2 of Section III.
 - iii. To furnish a bid not in accordance with 11.1 shall be rejected as non-responsive at the bid opening stage and returned to the bidder unopened.
 - iv. The bid security of unsuccessful bidder will be discharged /returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

12 The bid shall be filled either typed or printed or neatly hand written and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.

12.1 The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

13. Submission of Bid:

- i. The Bids should be submitted duly sealed and addressed to Sri A.Sreenivasa Rao, ADG (Admn), O/o DDG(TERM), 2nd Floor, Kavadiguda Tel. Exge. Bldg.,Bholakpur, Hyderabad and delivered in person or dropped in the Tender Box provided in the chambers of ADG (Admn) O/o DDG(TERM), 2nd Floor, Kavadiguda Tel Exge Bldg.,Bholakpur, Hyderabad on or before **13.00 hrs. of due date i.e. 15.11.2010.**
- ii. Any bid received after the dead line for submission of bids shall be rejected.

14. Bid Opening:

DDG(TERM), Hyderabad or his representative, shall open bids in the presence of bidders or their authorised representative who wish to be present at the time of opening of bids on the same day at 14.30 hrs. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in section X)

15. Evaluation:

- 15.1 DDG(TERM), Hyderabad shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order.
- 15.2 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation. DDG(TERM), Hyderabad, will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of the bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by DDG(TERM), Hyderabad.
- 15.3 DDG(TERM), Hyderabad shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section V of the bid document.
- 15.4 L1 shall be decided by the formula: **P** as quoted in Section V among substantially responsive bid.

16. Award of Contract

DDG (TERM), Hyderabad shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with performance security in conformity with section IX with the bid document.

17. Right to vary quantities:

DDG(TERM), Hyderabad reserves the right at the time of award of contract increase the number of vehicles to a max. of 4 without any change in hiring charges of the offer or other terms and conditions.

18. Signing of Contract

18.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.

18.2 Upon the successful bidder furnishing the performance security the DDG(TERM), Hyderabad shall discharge its bid security in pursuant to Clause – 2 of section-III.

19. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event DDG (TERM), Hyderabad may make the award to any other bidder at the discretion of DDG(TERM), Hyderabad or call for new bids.

20. Period of validity of bids

- i. 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), Hyderabad as non-responsive.
- ii. A Bidder accepting the request of DDG (TERM), Hyderabad for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.

21. Cancellation of bid

DDG(TERM), Hyderabad reserves the right to cancel the bid (Tender) partly or fully without assigning any reason.

22. Monthly Run

Depending on the requirement DDG has every right to change monthly run vehicles during the tender period. Accordingly work order shall be issued before the start of a month. In case a vehicle runs less than 2000 kms in a month, the balance kilometers shall be brought forward for the subsequent three months otherwise they will lapse.

SECTION III
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by DDG(TERM), Hyderabad.

2. Performance Security

- 2.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs.5 lakhs within 2 weeks of conveying DDG(TERM)s, Hyderabad intention for accepting the bid as Performance Security. However if the work is awarded to more than one bidder the security deposit will be collected proportionately among the successful bidders, as per the allotment of vehicles.
- 2.2 Performance security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the proforma provided in Section IX of the bid document. Performance security also can be paid DD drawn in favour of CAO (Cash) %Pr. CCA, Hyderabad.
- 2.3 Performance security will be discharged after compliance of contractor's performance obligation under the contract.
- 2.4 If the contractor fails or neglect any of his obligations under the contract it shall be lawful for DDG (TERM), Hyderabad to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. EXECUTIVE TIME LIMIT

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. PAYMENT TERMS

Monthly bills shall be submitted in duplicate to the authority specified in contract along with log sheets duly signed by the user. Income Tax as applicable shall be deducted from the bill while making payment of each bill.

5. Termination of Contract.

- 5.1 DDG (TERM), Hyderabad may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts:
 - a. If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by DDG(TERM), Hyderabad or
 - b. If the contractor fails to perform any other obligation(s) under the contract.
- 5.2 DDG (TERM), Hyderabad may without prejudice, to other rights under Law or the contract provided, get the hiring of vehicles done at the risk and cost of the contractor in above circumstances.

6. Termination for insolvency

DDG(TERM), Hyderabad 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.

7. Force Majeure

If at any time, 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, lockage or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such 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 DDG(TERM), Hyderabad as to whether the supplies have been so resumed or not shall be final and conclusive, 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.

8. Arbitration

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the DDG (TERM), Hyderabad. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act. 1996.
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge 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.
- 8.3 The venue of the arbitration proceedings shall be at office of DDG (TERM), Hyderabad, 2nd Floor, Kavadi guda Tel Exge Bldg., Bholakpur, Hyd. or such other place as the arbitrator may decide.

9 Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by DDG(TERM), Hyderabad and set off the same against any claim of DDG(TERM), Hyderabad for payment of a sum of money arising out of this contract or under any other contract made by contractor with DDG(TERM), Hyderabad.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. DDG (TERM), Hyderabad reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with DDG (TERM), Hyderabad.
4. DDG (TERM), Hyderabad reserves the right of blacklisting a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed as breach of this contract.
7. No sub-contraction is permissible by DDG (TERM), Hyderabad. The staff of DDG (TERM), Hyderabad or their near relatives recruited or on deputation are prohibited from participation in this tender. The near relation 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) and daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) & sister's husband (brother-in-law).
8. The tenderer (s) should give a certificate to the effect that none of his/her relative is working in the units of DDG (TERM), Hyderabad as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited Company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The company or firm or the person will also be debarred for further participation (proforma given as Section-XI).

9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. DDG(TERM), Hyderabad 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 DDG(TERM), Hyderabad have to be suitably compensated by contractor.
10. The contractor shall when called upon to do so, place at the disposal of DDG(TERM), Hyderabad such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 4 of original schedule or requirement in the NIT.
11. In no case a vehicle is not registered for the commercial purpose shall be supplied to DDG (TERM), Hyderabad and taxes etc., due on such vehicles shall be liability of the contractor.
12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. DDG (TERM), Hyderabad will not pay any mileage run for such servicing not any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc., will be the contractor's liability.
13. DDG (TERM), Hyderabad reserves right to counter offer price against price quoted by the bidder.
14. DDG (TERM), Hyderabad reserves the right for placement of full tendered quantity on the lowest bidder.
15. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to DDG (TERM), Hyderabad as and when demanded.
16. During the course of the Tender period, if there is hike in the cost of diesel, only proportionate increase will be made in the quoted amount taking an average of 10 KM per liter and basic rate for litre approved by Govt. as on the date of Tender opening. Similarly if there is decrease in the basic price of diesel, the basic charge tendered will be proportionately reduced.

SECTION V

SCHEDULE OF REQUIREMENT AND PRICE SCHEDULE

I. On Monthly basis:

S.No (A)	Type of Vehicle/ Model (B)	Job Description (Charges) (C.)	Hiring Charges per Vehicle (Rs.) (Rates to be quoted inclusive of all taxes)	
			In Figures(D)	In Words (E)
	Ambassador/ Tata Indica (Without A/C)	For 2000 km /month (P) Extra km beyond 2000 km (Q)		
		Extra hours		
		Outstation Night Charges		

II. Daily basis:

S.No (A)	Type of Vehicle/ Model (B)	Job Description (charges) ©	Hiring Charges per Vehicle (Rs.) (Rates to be quoted inclusive of all taxes)	
			In Figures (D)	In Words
1	Ambassador/Tata Indica (Without A/C)	Per day 8hrs, 80km (T)		
		Extra hours detention		
		Extra Km (U)		

Note: In case of any conflict between words and figure the quote in words will be taken.

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

Hyderabad

Date

SECTION VI SERVICES TO BE PROVIDED

1.	Service	Provision of commercial vehicle with licensed drivers, registered commercial vehicle on Hiring basis for running in twin cities of Hyderabad and Secunderabad and other Districts of A.P.
2.	Period of Contract	Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. However contract may be extended for further period upto one year if agreed by the contractor and DDG(TERM), Hyderabad on the same rate, terms and conditions.
3.	Quantity	Estimated number of vehicles to be hired is 2. However it should be clearly noted that DDG(TERM), Hyderabad shall place the order only as per the actual requirement from time to time.
4.	Duty hrs	Twelve hours per day on all the days of a month. However actual duty hours shall be specified by actual users of vehicles. Duty hours are 8 AM to 8 PM*. Duty time commences from the time of reporting at reporting place. (*Duty hrs may be changed as per the requirement).
5.	Notice Period	i. For regular requirements one day in advance. ii. Telephonic intimation shall be considered as notice.
6.	Reporting Place	Any place within jurisdiction of Hyderabad, Secunderabad and R.R. District. Actual place of reporting shall be specified by users of vehicles.
7.	Counting of distance	From garage to garage but chargeable distance in this respect shall not be more than 5 KMs in each way.
8.	Accuracy of meters	The meter reading should tally the actual distance of run at any instant and authorized officer shall have full powers to check up the meter for its correctness and to take action accordingly.
9.	Penalties	i. In case of break down, vehicles have to be replaced by another vehicle immediately or not more than one hour. In case of non availability of suitable vehicle Rs.100/- shall be imposed as penalty 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.200/- per break down will be imposed. ii. In case of non-availability of vehicles, penalty of Rs.200/- per day shall be imposed in addition to deduction at pro-rata basis for that day. iii. In case of non-availability of vehicles, during extra hours. Penalty of Rs. 100/- per hour shall be imposed. iv. Late report for duty shall attract penalty Rs. 100/- per occasion. v. If late report exceeds more than one hour, vehicle shall be sent back and additional amount Rs 100/- (in addition to (iv) above) as penalty with deduction of amount at pro-rata basis.
10.	Special Requirements	i. Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone number must be specified in the bid. ii. No vehicle should be supplied having registration in the name of any employee or his close relatives working in the office of DDG(TERM), Hyderabad and a Certificate to this effect be given on the body of bill while submitting claim. iii. Payment of any Govt. tax or duty for plying the vehicles for DDG(TERM), Hyderabad will be liability of contractor. iv. Parking and Toll charges, if any, may be claimed by producing the parking/Toll slips.

SECTION VII
BID FORM

Tender No.....

Date :.....

To

Sri A SRINIVASA RAO , ADG (Admn),
Telecom Enforcement, Resource and Monitoring cell, Hyderabad,
O/o DDG(TERM),
2nd Floor, Kavadiguda Tel. Exge. Bldg., Bholakpur,
Hyderabad – 500 080

Dear Sir,

Sub: Submission of Sealed Bids as per the Ir.No.....
Date..... for supply of commercial vehicles I/We herewith submit My/our
bid.

1. a) Name of the Bidder
b) Address
.....
.....
c) Tel. No
d) Fax No.
2. Status of the bidder whether
proprietary,
partnership, HUF Ltd.,
Company etc.
3. Name of the authorized
signatory who is
empowered to sign the
agreement, other
documents and
correspondence with
DDG(TERM),
Hyderabad
4. Details of past experience
5. EMD particulars Amount Rs.
DD No.....Date.....
Name of Bank & Branch.....
6. Income Tax Clearance
Certificate No. and
date
7. CST No.and date
8. APGST No. and date
9. PAN No

1. Having the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledge. I/We, understand, offer to provide commercial vehicles in conformity with the conditions of contract and applications for the sum shown in the price schedule attached herewith and made part of this Bid.
2. We undertake to enter into agreement within one week of being called up on to do so and bear all expenses including charges for stamps etc., and agreements will be binding on us.
3. If our bid is accepted, we will obtain guarantees of a Schedule Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.
4. 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 of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Date this..... Day of..... 2010

Signature and Seal of Bidder

List of documents enclosed along with Bid Document

1. EMDs in the form of DD No. Date, Name of Bank & Branch.
2. Proof of Registration .
3. Latest Income Tax Clearance Certificate.
4. Experience Certificate.
5. Registration Certificate for Vehicle.
6. Partnership Deed/proprietorship Deed/MOA as the case may be with last Annual Account in form C6.
7. Valid Authentication Certificate from the Dept. of Tourism, Govt. India/A.P. State.
8. Clause by Clause compliance (Section IV & VI).
9. Certificate of non-participation of near relation in the tender.

SECTION VIII

BID SECURITY FORM

Whereas (hereinafter called “the Bidder”) has submitted its bid dated for hiring contract of commercial vehicles Tender No.....

..... KNOW ALL MEN by these Presents that We..... ofhaving our registered office at..... (hereinafter called “ the Bank”) are bound unto DDG(TERM), HYDERABAD, in the sum of Rs for which payment will and truly to be made the Bank binds, itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are;

1. If the Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form: or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - a) Fails or refuses to execute the Contract, if required, or
 - b) Fails or refuses to furnish performance security, in accordance with the instructions to bidders.

We undertake to pay to CAO (Cash), O/o Pr. CCA, Triveni Complex, Hyderabad up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, DDG(TERM), Hyderabad will note that the amount claimed by it is due to owing to the occurrence of one or two or both conditions specifying the occurred condition of conditions.

This guarantee will remain in force as specified in Clause 10 of Section 11 of the bid document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of Witness
Name of Witness
Address of Witness

Signature of the Bank
Name
Signed in Capacity of
Full Address of Branch
Tel. No. of Branch
Fax No. of Branch

SECTION IX
PERFORMANCE SECURITY BOND FORM

1. In consideration of Dy. Director General, Telecom Enforcement, Resource and Monitoring cell, Hyderabad, having agreed to exempt _____ (herein 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 and conditions to be contained in an agreement in connection with the contract for supply of hiring vehicles, we, (Name of the Bank) at the request of _____ contractor's do hereby undertake to pay the CAO (Cash), O/o Pr. CCA, Triveni Complex, Hyderabad an amount of not exceeding _____, against any laws or damage caused to or suffered or would be caused to or suffered by the DDG(TERM), , Hyderabad by reason of any branch by the said contractor's of any of the terms and conditions contained in the said agreement.

2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG(TERM), Hyderabad stating that the amount claimed is due by way of laws or damages caused to or suffered by the DDG(TERM), Hyderabad reason of branch by the said contractor 's of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the DDG(TERM), Hyderabad 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 Rs. _____

3. We undertake to pay to the CAO (Cash), O/o Pr. CCA, Triveni Complex, Hyderabad any money so demanded notwithstanding any disputes raised by the contractor (s) / supplier(s) in any suit or proceedings pending before any court or tribunal relating to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under the contractor (s) / supplier (s) shall 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 immediately for a period of one year from the date herein and further agrees to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the DDG(TERM), Hyderabad _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), Hyderabad certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We (Name of the Bank), further agree with DDG(TERM), , Hyderabad that the DDG(TERM), Hyderabad shall have the fullest liberty without our consent and without effecting 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 contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG(TERM), Hyderabad against the 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, or extension being granted to the said contractors or any indulgence by the forbearance, or any omission on the part of the DDG(TERM), Hyderabad or any indulgence by the DDG(TERM), Hyderabad to the said contractors 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) / supplier (s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DDG(TERM), Hyderabad.

Dated:_____

For _____
(Indicating the Name of the Bank)

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

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on _____ or before date of bid opening)

To
The Dy. Director General,
Telecom Enforcement, Resource and Monitoring cell,
2nd Floor, Kavadi Guda Tel Exge Bldg., Bholakpur,
Hyderabad - 500 080

Sub:- Authorisation for attending bid opening on _____ (date) in
the tender of _____.

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

Order of Preference	Name	Specimen Signature
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I.

II.

Alternate Representative

Signature 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 bid opening in cases where it is restricted to one first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION XI

Certificate on Non-participation of near relatives

To
The Dy. Director General,
Telecom Enforcement, Resource and Monitoring cell,
2nd Floor, Kavadi Guda Tel Exge Bldg., Bholakpur,
Hyderabad - 500 080

Sub:- Certificate on Non-participation of near relatives in connection with vehicle tender

No. TERM/HYD/Vehicle Tender/2010/23, Dated: 15-10- 2010.

I/we _____
S/o/D/o _____ certify that none of my/our
relative(s) is/are working in the unit of DDG (TERM), Hyderabad as defined in
the tender.

Hyderabad
Date

Signature of the Bidder with Seal