

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
O/O DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, MP
BHOPAL

BID DOCUMENT
TENDER DOCUMENT FOR HIRING OF COMMERCIAL VEHICLE (TAXI)
FOR
O/o THE DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT RESOURCES & MONITORING CELL, MP

Tender No: TERM/MP/Tender/Vehicle-Hire/09-10/ Dated: 30.04.2010

Total No. of Pages - 25 (Twenty Five)

Price Rs. 200/-

DEPARTMENT OF TELECOMMUNICATIONS
O/O THE DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, MP
BHOPAL

NOTICE INVITING TENDER

Sealed Tenders are invited on behalf of the President of India for hiring non A/C, Diesel driven, Taxi registered vehicles, as listed in enclosure not older than June' 2007 model from the prospective contractors who can supply TAXI (Commercial VEHICLES) for TERM office of DoT, MP.

Sr No.	Activity Description	Time Schedule
1	Tender No.	TERM/MP/Tender/Vehicle-Hire/09-10/ Dated:: 30.04.2010
2	Time and last date of issue of Bid Document	Between 10:00 Hours and 17:00 Hours on all working days from 03.05.10 to 27.05.10
3	Time and last date of depositing tender / Bid	15:00 Hours of 28.05.10
4	Time and Date of Opening of Tender / Bid	15:30 Hours of 28.05.10
5	Minimum Validity of tender offer	90 days from the date of Opening
6	Services to be offered	Hiring of Light Commercial Vehicles / Cars
7	Estimated cost of tender	Rs 5,00,000/-
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 O/o the DDG, TERM Cell, MP, 2nd Floor, Door Sanchar Bhawan, Hoshangabad road, Bhopal 462001, on payment of Rs. 200/- (Rs. Two Hundreds only) (non refundable) through a crossed Demand Draft drawn on any Nationalized Bank payable at Bhopal in favour of "Communication Accounts Officer, O/o CCA, MP Telecom Circle, Bhopal" on any working day (i. e. Monday to Friday from 1000 Hrs. to 1700 Hrs) till 27.05.10

Tender document can also be downloaded from the website www.dot.gov.in. The downloaded document shall be treated as valid document for participation in the tender, but the cost of the tender document (i.e. Rs 200.00 only) in the form of DD in favour of Communication Accounts Officer O/o CCA, MP Telecom circle, Bhopal is to be enclosed along with requisite Bid security & other documents, failing which the tender will be out rightly rejected.

ADG (TERM)

O/O DDG (TERM), MP, Bhopal

Ph: - 0755-276015

SECTION - I

GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

- a) The bidder should own at least two Vehicles as listed (not older than June' 2007) registered as Taxi.
- b) The bidder shall submit full details of the vehicle 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 June' 2007.
- c) The bidder should have at least one year experience certificate of satisfactory performance in similar services preferably with Central Govt./state Govt./Public sector.

- d) The bidder shall be registered for service Tax / Income Tax / Registrar of company.

2. Documents required to be submitted along with the bid

The bidder shall furnish the following documents along with the bid:

- a. Document showing ownership of two vehicles (not older than June' 2007 model) in taxi category.
- b. Declaration that firm shall be able to supply vehicles in taxi category.
- c. The bidder shall furnish the particulars of the past performance with supporting documents (One year experience Certificate).
- d. Bid Security of required amount in form of Demand Draft/Bank Guarantee.
- e. Valid Service TAX Registration Certificate if applicable
- f. Latest Income TAX return along with copy of PAN card if applicable.
- g. Registration with registrar of the company includes partnership deed or article / Memorandum of Association as the case may be or an affidavit stating that it is a proprietary concern.

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 may result in rejection of the Bid. **All the pages of the tender document and certificates shall be duly signed by the bidder.**

3. Packing Bid Documents:

- a) Tender should be submitted in **two covers**; **One** super scribing Technical Bid and **Second** Financial Bid and both the envelopes are in turn be put in another envelope and this envelope should be superscripted prominently as **"TENDER FOR HIRING OF TAXI VEHICLES"**. All the three envelopes are to

be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.

- b) Tender will be opened in the presence of Bidders present on the due date of opening i.e. 15.30Hrs on 28.05.10 Technical Bids of the Tenders received will be opened on that day and the sealed Financial Bids will be kept in O/o DDG (TERM) custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Technical Bids Form**. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.
- c) Financial Bid of the selected bidders only will be opened.
- d) Bidder shall furnish the documents as per **Technical Bid Form**.
- e) Rates should be quoted as per the schedule of Rates at **Section V** and should be enclosed to **Financial Bid Form**. The format of Financial Bid Form should not be changed in any manner. Addition/ deletion/ alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

4. Prescribed Format

Tender offers shall be submitted in the prescribed format along with the original tender document and enclosed Price bid. Price bids offers not adhering to the prescribed format are liable to be rejected summarily.

5. Bid Price

- I. The supplier shall quote in original & duplicate price schedule attached along with bid document for types of vehicles given in the “Services to be provided”.
- II. Rate quoted in any other format /sheet will not be considered. Rate should be quoted in enclosed sheet (in duplicate) in English figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet 4 are required to be signed by the bidder otherwise tender may be rejected summarily.
- III. The price quoted by the bidder shall remain fixed during the entire period of the 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. Discounts or extra charges, if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

6. Bid Security (EMD)

- 6.1 The bidder must deposit Rs 12500/- (Rupees Twelve Thousand five hundred only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of Bank Guarantee / DD from any nationalized bank payable at Bhopal in favour of CAO O/o CCA, MP Telecom Circle, Bhopal valid for 90 days from the date of tender opening.
- 6.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 10 of Section I and furnishing the performance security.

6.3 The bid security may be forfeited

- a) If the bidder withdraws his bid during the period of validity specified by the bidder in the bid form.
- b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
- c) If the successful bidder fails to furnish performance security in accordance with Clause 10 of Section I.
- d) A bid not secured in accordance with clause 5 (i) shall be rejected by the DDG (TERM), MP office as non-responsive and returned to the bidder.

6.4 The bid security of the 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.

7. Submission of Bid:

- a. The bids should be duly sealed and addressed to DE(TERM) O/O DDG, TERM Cell, MP, and dropped in the Tender Box provided in the O/o DDG, TERM Cell, MP, 2nd Floor, Doorsanchar Bhawan, Hoshangabad road, Bhopal 462001, on or before 15:00 hours of the due date.
- b. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

8. Tender Opening

- a. The bids shall be opened in the presence of the bidder or their authorized Representative who wish to be present at the time of opening of bids on due date at their own cost.

- b. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

9. Bid Evaluation

- a. Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.
- b. If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, O/o DDG (TERM), MP will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected by O/o DDG (TERM), MP.
- c. O/o DDG(TERM), MP shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the Schedule of Rates in Section V and Evaluation of the bid as per Section VI.
- d. O/o DDG (TERM), MP reserves right to counter offer price against price quoted by the bidder.

10. Performance Security

- a. The successful bidder shall be required to deposit an amount equal to Rs.50,000/- (Rs. Fifty thousands only) within two weeks of conveying O/o DDG (TERM)'s intention for accepting the bid as Performance Security.
- b. Performance Security shall either be submitted in the form of Bank Guarantee issued by a scheduled bank in the Performa provided in Annexure VI of the bid document or equivalent amount will be deducted by the DDG (TERM) office from the amount payable to the contractor in lieu of the services provided after the conversion of the bid security amount into performance security.
- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/o DDG (TERM), MP to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

11. Award of Contract

O/o DDG (TERM), MP shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his acceptance and sign agreement with O/o DDG (TERM), MP.

12. Right to vary Quantities

O/o DDG (TERM), MP reserves the right to increase or decrease the required quantity by one vehicle of service specified in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions.

13. Signing of Contract

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

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 O/o DDG (TERM), MP may make the award to any other bidder at the discretion of O/o DDG (TERM), MP or call for new bids.

15. Right to Accept or Reject

O/o DDG (TERM), MP shall 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.

16. Termination of Contract

16.1 O/o DDG(TERM), MP 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 O/o DDG (TERM), MP.
- b) If the contractor fails to perform any other obligations under the contract agreement.

- 16.2 O/o DDG (TERM), MP 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.
- 16.3 Notwithstanding anything contained herein, O/o DDG (TERM), MP 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.

17. Termination for Insolvency

O/o DDG (TERM), MP may also by giving written notice and without compensation to the service provider/contractor terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

19. Miscellaneous Conditions:

- 19.1 O/o DDG (TERM), MP reserves the right to counter offer price against price quoted by the bidder.
- 19.2 O/o DDG (TERM), MP reserves the right to disqualify such bidders for a suitable period who fail to honour their bid without sufficient ground.

20. Force Majeure

If 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, 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 on 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 O/o DDG(TERM),MP 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.

21. Arbitration

21.1 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 O/o DDG(TERM), MP, 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 O/o DDG(TERM),MP or by whatever designation such officer may be called (herein after referred to as the said officer) and if the O/o DDG(TERM), MP or the said officer is unable or unwilling to act as such , than to the sole arbitration of some other person appointed by the O/o DDG(TERM), MP 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 r-enactment thereof or any rules made thereof.

21.2 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.

21.3 The venue of the arbitration proceeding shall be the office of O/o DDG (TERM), MP at Bhopal or such other place as the arbitrator may decide.

- 22. Set-Off (Recovery of Sum Due):** Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by O/o DDG (TERM), MP and set-off the same against any claim of O/o DDG (TERM) for payment of a sum of money arising out of this contract or under any other contract made by contractor with O/o DDG (TERM), MP.

23. Terms of Payment

Payment shall be made within 15 days from the date of receipt of bill in the O/o DDG (TERM), MP. Monthly bills shall be submitted in duplicate to the ADE (TERM), O/o DDG (TERM), MP, Bhopal along with the copy of the log book vehicle wise (Log Book should be duly signed by the user and the driver of the vehicle).

24. Duration of the Contract

Normally the contract will be awarded for One year. However, extension for the One year / part thereof will be considered keeping in view various factors such

as prevailing market rates, satisfactory performance of the firm.

SECTION II SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract as contained in Section I and wherever there is a conflict, the provisions herein shall prevail over those in Section I.
2. Office of DDG (TERM), MP, 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 O/o DDG (TERM), MP assume responsibility.

4. 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. Any breach of such laws or regulations shall be deemed to be breach of this contract.
5. No sub-contracting is permissible. The bidder should own vehicles (not older than June' 2007) registered as Taxi.
6. The near relatives of all employees working in the Department of Telecommunications either directly recruited or on deputation are prohibited from participation in this tender. 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) husband (brother-in-law).
7. 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. O/o DDG (TERM), MP 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 O/o DDG(TERM), MP have to be suitably compensated by contractor.
8. The contractor shall sent the vehicle for periodical servicing at the cost of the contractor, O/o DDG(TERM), MP will not pay any mileage run for such

- servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability.
9. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to O/o DDG (TERM), MP as and when demanded.
 10. Shortage in utilizing the contractual 1500 Kms per month in any particular month shall be adjusted over a period of subsequent three months.
 11. Change of commercial vehicle of same type and model will be allowed on written request and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 1500 Kms in particular month of that quarter.
 12. The vehicle may be used any where in the territorial jurisdiction of MP Telecom Circle.
 13. Change of other type of vehicle will be allowed during break down of contract vehicle and with written approval of controlling officer.
 14. TDS applicable will be deducted from the payable amount of the bill.
 15. Maximum 10 (ten) kilometres per day or the actual distance covered in round trip between User delivery address and the garage/normal parking place, 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 of garage/ normal parking place.

16. The contractor shall abide with all local/municipal/sate/central laws and regulations.
17. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the O/o DDG (TERM) MP office to contact them as and when required, during the period of the contract.
18. Payment of all kinds of Government taxes or duties for supplying vehicles in MP will be the liability of the contractor.
19. 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 DDG (TERM), MP.
20. The Service provider/contractor shall not engage any person below the age of 18 years.
21. O/o DDG (TERM), MP reserves the right to award the tender to two bidders, each for one vehicle. The bidder can quote for single category vehicle also.
22. Vehicles up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by any officer of TERM, MP authorized by DDG (TERM), Bhopal.

SECTION IV
SERVICES TO BE PROVIDED

1. **Service:** Provision of commercial vehicles with licensed drivers, registered commercials vehicles on hiring basis for running in MP.

2. **Contract Period:** Under normal circumstances the contract shall be valid for a period of one year from date of up to SIX MONTH signing of agreement. However contract may be extended for further period if agreed by the contractor and the O/o DDG (TERM), MP on the same rate and terms and conditions.

3. **Quantity:** Estimated number of vehicles to be hired is 2 (TWO). However it should be clearly noted that Office of DDG (TERM), MP shall place the order only as per the actual requirement from time to time.

4. **Duty hours:** Ten hours per day for six days per week. Weekly off will be given. The actual duty hours shall be specified by users of vehicles. Charges for extra duty will be provided when applicable, maximum up to 50 Hours.

5. **Notice Period:** 1) For regular requirements one day in advance.
2) Telephonic intimation shall be considered as notice.

6.
 - a. **Reporting Place:** Any place within the jurisdiction of the Office of DDG (TERM), MP. Actual place of reporting shall be specified by users of vehicles.
 - b. **Jurisdiction:** Vehicle shall be required to run to any station within the territorial jurisdiction of MP.

7. **Counting of Distance:** The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 Kms whichever is less.

8. **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 for its correctness and to take action to recover the actual loss to the Office of DDG (TERM), MP.

9. **Penalties:**
 - I. In case of break down, vehicles have to be replaced by other immediately or within not more than one hour. In case of non availability of suitable vehicle a penalty up to Rs. 500/- 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. 700/- per break down shall be imposed.
 - II. 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.

- III. In case of non- availability of vehicles during extra hours Penalty of Rs.500-/ per occasion shall be imposed.
- IV. In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. The controlling / authorized officer shall have full powers to check up the meter and to take action to recover the actual loss to the DDG (TERM), MP.

10. Special:

- 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. Payment of any Govt. Tax including service tax or duty for playing the vehicles in the service area will be liability of contractor.
- III. Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips.

**SECTION V
SCHEDULE OF RATES**

Vehicle as listed

A. For Indigo (Non A/C, Diesel driven): (Scheduled Works) Monthly KM hire slab:

S.N.	Items	Rate in Words	Rate in Figures
1	Rate for first 1500 Kms per Month.		
2	Rate beyond 1500 Kms	Rs....per Km	Rs....per Km
3	Outstation night halt charges	Rs.....per night	Rs.....per night
4	Extra Hours	Rs..... per hour	Rs.....per hour

B. For Chevrolet Tavera (Non A/C, Diesel driven): (Scheduled Works) Monthly KM hire slab:

S.N.	Items	Rate in Words	Rate in Figures
1	Rate for first 1500 Kms per Month.		
2	Rate beyond 1500 Kms	Rs....per Km	Rs....per Km
3	Outstation night halt charges	Rs.....per night	Rs.....per night
4	Extra Hours	Rs..... per hour	Rs.....per hour

Note:

1. Rates should be inclusive of all taxes/duties (Central, State, and Municipal)
2. Rates may be quoted for one category also.

Signature of the Bidder:

Name of the Bidder:

Date:

SECTION VI

EVALUATION FORMULA:

Sr.No.	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1	Rate for first 1500 Kms per	1	

	month		
2	Rate beyond first 1500 Kms	200 kms	
3	Outstation night halt charges	1	
4	Extra hours	20 Hours	
		Total Evaluated Cost	

Total Cost of Bid:

**SECTION VII
FINANCIAL BID FORM**

Tender No.: TERM/MP/Tender/Vehicle-Hire/09-10/ Dated: 30.04.2010

To,

DE (TERM)

O/o DDG (TERM), MP

Bhopal

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles 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.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.
3. If our bid is accepted, we agree to our EMD being converted as performance guarantee and the rest of the amount may be deducted in equal monthly instalments from our bill as Performance security 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 at any time before the expiration of that period.
5. 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.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

Dated thisDay of 20...

Signature of

In Capacity of

Duly authorized to sign the bid for and behalf of

Witness.....

Address

Signature

SECTION VIII
BID SECURITY BOND
(Format of Bank Guarantee for EMD)

Whereas (Hereinafter called "the Bidder") has submitted its bid dated for hiring contract of commercial vehicles Tender No. TERM /MP/ Tender/Vehicle-Hire/09-10/ Dated: 30.04.2010 KNOW ALL MEN by these Presents that We of having our registered office at (herein after called "the bank") are bound unto... O/o DDG (TERM), MP, Bhopal, 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 O/o CCA MP Telecom Circle, 1st Floor, Doorsanchar Bhawan, Bhopal up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand DE (TERM) O/o DDG will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 6.1 of Section I 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 Bank
Name
Signed in the Capacity of
Full Address of Branch
Tel. No. of Branch
Fax No. of Branch

Signature of Bidder

Annexure I

DECLARATION

“I/We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. TERM/MP/Tender/Vehicle-Hire/09-10/ Dated: 30.04.2010 in detail and agree to the rates submitted by me/us in the Rate Sheet and I/We agree in full”.

1) Signature of the Party: _____
Full Name in Block Letters _____

Capacity in which the Tender is signed: _____

2) Full Address: _____

Telephone Number: Office _____

Res. _____

Annexure II

BIO DATA OF THE PARTY

1) Name & Address of Firm/Party: _____

Telephone Number (O) _____

(R) _____

2) Whether it is Proprietorship or Partnership _____

3) Full Name(s) of Proprietor or Partners _____

(Attested copies of partnership deed _____
should invariably be attached) _____

4) Permanent Account Number (Income Tax) _____

5) Sales Tax Registration Number of the Firm/Party _____

6) Reference Number of Tender Offer of the Firm/party _____

Annexure III

CERTIFICATE

I _____, S/o _____, R/o _____
_____ hereby certify that none of my relative(s) as

Defined in Section- III Clause 5 of tender document is/are employed in O/o DDG (TERM), MP, Bhopal unit of DOT as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, O/o DDG (TERM), MP shall have the absolute right to take any action as deemed fit, without any prior information to me.

Signature _____

(For and on behalf of the contractor)

Name _____

Place _____

Date _____

Annexure IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach O/o DDG (TERM), MP on or before date of bid opening)

To,
DDG (TERM), MP

Bhopal

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

Following person is authorised to attend the bid opening for the tender mentioned above
on behalf of _____ (Bidder)

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

Maximum one representative will be permitted to attend the bid opening. Permission for
entry to the venue of bid opening may be refused in case authorisation as prescribed
above is not received.

Annexure V

PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Deputy Director General, DoT, MP (hereinafter called DDG(TERM) MP) having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfilment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ service provider's do hereby undertake to pay to DDG(TERM), MP, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG(TERM), MP, by reason of any breach by the said service provider's of any terms & 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), MP stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG(TERM), MP, reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers 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), MP 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 DDG(TERM), MP, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating there 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 and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree 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), MP under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), MP certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) _____ further agree with the O/o DDG (TERM), MP that the O/o DDG(TERM), MP shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & 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 O/o DDG(TERM), MP, against the said service provider(s) and to forbear or enforce any of the terms & 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 service provider(s) or for any forbearance, and or any omission on the part of O/o DDG(TERM), MP, or any indulgence by the O/o DDG(TERM), MP, to the said service provider(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 service provider(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 the O/o DDG (TERM), MP.

Dated: _____

For _____

(Indicating the name of the Bank)

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

Required Vehicle Category:

- 1) INDIGO (Diesel driven/ Non A/C)
- 2) Chevrolet TAVERA (Diesel driven/ Non A/C)

(Rate may be quoted for only one category also)