



Government of India

Ministry of Communications and Information Technology

Department of Telecommunications
Telecom Enforcement, Resources & Monitoring
Cell, Assam, Guwahati

BID DOCUMENT

Tender for providing Services of Hired Vehicles
for the office of DDG (TERM) ASSAM,
Guwahati-781001

Not transferable

Price of Bid Document: Rs.550/-

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SECTION-I
Government of India
Ministry of Communications & IT, Department of Telecommunications
Office of the DDG (TERM) ASSAM, Guwahati

NOTICE INVITING TENDER

No. TERM.AS/GENL-08/2009-10

Dated: 11/08/2009

1. Sealed tenders on behalf of the President of India, are invited under Two Bid System i.e. Qualification Bid and Financial Bid from reputed, experienced and financially sound Registered Companies /Firms /Agencies for providing Services of vehicles on hired basis for the office of DDG (TERM) ASSAM at Guwahati (hereafter referred as TERM Cell) for a period of one year from the date of contract. The details are as follows:

Description of services	Type of vehicles	Quantity	Cost of Tender papers (non refundable)	Earnest Money (Bid Security)
Hired commercial light vehicle on monthly basis	Light commercial vehicle Not older than March 2007	2 (Two)	Rs. 550/-	Rs. 9000/-

2. Desirous companies/firms/agency may obtain tender documents w.e.f. 12/08/2009 on request in writing from:

ADE (TERM) A S S A M ,
O/o DDG (TERM) ASSAM, 7th Floor,
BSNL Administrative Building,
Panbazar, Guwahati, India-781001
Fax: 0361-2734000

Tender document is available on all working days between 10.00 hours and 17.00 hours till 01/09/2009 on payment of Rs.550/- (non- refundable) in Demand draft of the amount drawn in the favour of "Communication Accounts Officer O/o CCA (Assam)" Payable at Guwahati.

3. 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, provided the cost of the tender document Rs. 550/- in the form of DD in favour of CAO, O/o CCA ASSAM payable at Guwahati is enclosed with the bid along with requisite Bid security & other documents, failing which the tender will be out rightly rejected.

4. Schedule:

Start Date & time of issue of Bid Document: 12/08/2009 (Time 1000 hrs)
Last Date & time of issue of Bid Document: 01/09/2009 (Time 1400 hrs.)
Last date & time for receipt of filled tenders: 02/09/2009 (Time 1500 hrs.)
Date & Time for opening of Qualification Bid: 02/09/2009 (Time 1530 hrs.)
Date & Time for opening of Financial Bids (for qualified bidders): To be intimated later.

Place of opening the Tenders: O/o DDG (TERM) Assam, 7th floor.
BSNL Administrative Building,
Panbazar, Guwahati, India-781001

Validity of Tenders: 90 days from the date of opening of tender.

5. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.9,000/- and other requisite documents, in the Tender Box kept in O/o DDG (TERM) ASSAM, 7th Floor, BSNL Administrative Building, Panbazar, Guwahati, India-781001.

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 giving any notice or assigning any reason. The decision of the DDG (TERM) ASSAM, Department of Telecommunications in this regard shall be final and binding on all.

7. If the tender opening date is declared a holiday by Govt. of India or falls on Bandh, then the tender shall be opened on next working day at 15:30 Hrs.

8. A bid shall be considered incomplete and shall be rejected in case it is not submitted as per conditions in Section V.

ADE (TERM) Assam
O/o DDG(TERM) Assam,
Panbazar, Guwahati-781001

SECTION II

BID FORM

Dated: __/__/2009

To
The DEPUTY DIRECTOR GENERAL (TERM) Assam,
7th floor. BSNL Administrative Building,
Panbazar, Guwahati, India-781001

Sir,

1. Having read the conditions of contract and services to be provided, including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide light 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.
2. 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.
3. 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.
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 expiry 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 are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2009.

Signature of _____

In capacity of _____

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address

Signature _____

SECTION III

A. BIDDER'S PROFILE

Passport size
photograph of the
bidder/ authorized
signatory holding
power of attorney

GENERAL

1. Name of the bidder:
2. Name of the person submitting the Bid whose photograph is affixed

Shri /Smt.

(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be) Tenderer will submit the attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor or authorized signatory in case of proprietor is not signing the tender document. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents.

3. Address of the firm

4. Correspondence Address

5. Tel no. with STD code (O)..... (Fax).....(R).....

6. Registration & incorporation particulars of the firm:

i) Proprietorship, ii) Partnership, iii) Private Limited, iv) Public Limited
(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)

7. Name of Proprietor/Partners/Directors

8. Bidder's bank, its address and his current account

9. Permanent Income Tax member, Income Tax circle
- (Please attach copies of last income tax return for A.Y 2007-08, 2008-09 and 2009-10)

10. Infrastructure capabilities:

(a) Particulars of vehicles available with the Bidder:

<u>Type of Vehicle(s)</u>	<u>Registration number</u>
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I/We hereby declare that the information furnished above is true and correct.

Place: Signature of Bidder/Authorized Signatory.....

Date: Name of the Bidder.....

Seal of the Bidder

SECTION -IV

Certificate on Participation of near Relatives in the tender (called for hiring Light Commercial vehicles on Long Term use in DDG TERM ASSAM (As required under Section-VII, clause (7) of Bid-Documents).

CERTIFICATE

I _____ son of/ daughter of _____ resident of _____ hereby certify that none of my relative(s) as defined in Section-VII, item (7) of tender document is/are employed in DDG (TERM) unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, DDG (TERM) shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Transporter

Name (caps) _____

Designation _____

Date _____

SECTION V
INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

1. Services to be provided: are as per Section VIII.
2. Eligible Bidders:
 - (a) The bidder should own or on lease minimum of 4 vehicles of model not older than year 2007 vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
 - (b) The bidder shall also submit full details of the vehicles (along with photocopy of valid pollution under control certificate, Photocopy of valid R/C of the vehicle, Photocopy of valid permits & authorization form of the vehicle, photocopy of valid fitness certificate, Photocopy of service tax registration certificate etc.) 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 2007.
 - (c) The bidder shall have experience of minimum period of 2 years of contract of supplying not less than two commercial vehicles /cars to Govt. organization or any large Public Sector Undertaking and submit document to prove it.
 - (d) The bidder shall be a company registered to supply the commercial vehicle to organizations and shall have a Service Tax registration Number of at least 2 years old.
3. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of the bid. DoT in no case be responsible for these costs regardless for the conduct or outcome of the bidding process.
4. Bid Document
Bid document is in two parts (a) Qualifying bid and (b) Financial Bid
 - 4.1 **Qualifying bid consists of:**
 - a. Notice Inviting Tender
 - b. Instructions to bidders
 - c. Bid Form
 - d. Bidder profile
 - e. General condition (Commercial) of the contract
 - f. Special conditions of contract if any
 - g. Schedule of requirement and Hire Charges
 - h. Services to be provided
 - i. Bid security/EMD
 - j. Performance Security Bond Form
 - k. Letter of authorization to attend bid opening.
 - Financial bid consists of**
 - a. Rate schedule: Monthly Basis
 - b. Rate schedule: Daily basis
- 4.2 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.
- 5.1 Documents required to be submitted for establishing Bidders Eligibility and Qualifications
 - i. The bidder shall furnish the particulars of past performance with supporting documents (Experience Certificate etc.).
 - ii. Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be
 - iii. Annual income Tax Return for A.Y. 2007-08, 2008-09 and 2009-10.
 - iv. Service Tax registration Number (attach proof).
 - v. The proof of ownership or Lease holding Document.
 - vi. The proof of registration of the vehicle as a commercial vehicle.

- vii. Declaration as per Section IV.
- viii. Registration of the firm/ agency/ company as a transporter.

5.2 All above documents are to be duly self signed by the bidder.

6. Amendment to bid document

- i) At any time, prior to the date of submission of bid, DOT may, for any reason whether at its 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 bidders and these amendments will be binding on them.

7. Documents comprising 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 rate 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 services to be rendered quality and price schedule as per Financial bid.

9. Bid Price.

- i) The supplier shall quote charge for all 3 type of services as contained in Col-2 of the Schedule of Hire Charges (Section-XII of the bid document) and fill up Col-3 and 5 both in figure and Words. Total of Col-5 should also be noted in both words and figures in the space provided for the purpose.
- ii) The price quoted by the bidder shall remain fixed during entire period of contract & 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.
- iii) "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 VIII), and General & special condition (Section VI & VII) shall be given. In case of deviation a statement of deviation shall be given.

11. Bid Security/EMD

11.1. Pursuant to clause 5 of NIT, the bidder must deposit Rs. 9000/- (Rupees Nine Thousands only) as Bid Security. The Bid Security shall be in the form Cross Demand Draft drawn on Nationalized/ any Scheduled Bank in Guwahati in favour of CAO O/o CCA Assam valid for 90 days from the date of tender opening to be submitted.

11.2 (a). The Earnest Money of the successful tenderer will be adjusted towards security deposits and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.

11.2 (b) Interest shall NOT be payable on the Earnest Money deposit.

11.3 The Bid Security/EMD 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 11 of Section V

12. The over writing/ erasures in the bid made by the bidder, if any shall be signed with date by the person signing the bid.

13. SUBMISSION OF BIDS:

- i) The bids should be submitted duly sealed and addressed to The ADE (TERM) Assam, DDG TERM ASSAM, Guwahati, 7th Floor, BSNL Administrative Building, Panbazar, Guwahati-781001 and deposited in tender box or sent by courier/speed /regd. Post to reach the addressee on or before 15:00 HRS of due date.

iii) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

a. Method of preparation of bid:

Bid for each tender should be submitted in envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the	Contents of Envelope
First	Qualifying Bid	Containing documents as per clause 5. Bid security as per clause 4. Cost of tender Document as mentioned in NIT, for downloaded document tender
Second	Financial Bid	Basic Charges and Weighted charges duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether “Qualifying” OR “Financial” a bid must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). The Bids that are not submitted in above mentioned manner should be summarily rejected.

b. All envelopes (2 inner & one outer) must bear the following on the left hand top corner side:-

Tender for **HIRING OF VEHICLE “NOT TO OPEN BEFORE 02/09/2009”**

(Tender no: TERM.AS/GENL-08/2009-10)

- (i) All envelopes (2 inner & one outer) must bear the full address of the tendering authority at the center of envelope.
- (ii) All envelopes (2 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.

c. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the Bid is opened.

14. Bid opening

TERM Cell shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in section XI).

15. Evaluation

15.1 TERM Cell shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order. To assist in the examination, evaluation and comparison of bids, the TERM Cell may, at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder; shall be entertained. The pre-bid clarifications shall have to be submitted at least one week prior to date of bid submission. Any pre-bid clarification received after this date shall not be entertained.

15.2 If there is discrepancy between words and figures, the amount in words shall be accepted prior to detailed evaluation, TERM Cell 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 bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by TERM Cell.

15.3 TERM Cell 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 Financial bid of the bid document. However, The rate of daily basis (Part.B of Financial Bid, Section XII) vehicle will not be considered for evaluation purpose.

15.4 Financial bids shall be opened of those bidders whose qualifying bids found successful.

- 15.5 Monthly rate for two vehicles shall be the primary consideration while rate for extra Km over 1000Km and outstation night halt charge will have only limited impact. As such L1 will be arrived on the basis of the sum of the charge quoted for all three items of service at the following proportion:
(a) 80% of the Total value of Monthly rate for 2 vehicles (1E).
(b) 15 % of total value of extra charge for 200 Km (2E)
(c) 5% of total value of outstation night charge for 4 nights (3E).
For arithmetical accuracy up to 2 places after the decimal will be taken into account.
- 15.6 **The rate of daily basis vehicle (Part.B of Financial Bid, Section XII) will not be considered for evaluation.** However work order will be issued to L1 bidder depending on the requirements at a particular occasion. In which case the type of vehicle & quantity required will be notified.
- 15.7. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
- 15.8 Subject to Clause 15.1 no bidder shall try to influence the TERM Cell on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to influence the TERM Cell in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.
16. Award of Contract:
100% work shall be awarded to L1 bidder. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with performance security in conformity with section X with the bid document.
17. Right to vary quantities:
TERM Cell reserves the right at the time of award of contract to increase to 03 (three) or decrease to 01 (One) of the required quantity of hired vehicles specified in the schedule of requirements without any change in hiring charges per unit of the offered quantity of 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 TERM Cell shall discharge its bid security in pursuant to clause 11.
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 even TERM Cell may make the award to any other bidder at the discretion of TERM Cell 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 TERM Cell as non-responsive.
(ii) A bidder accepting the request of TERM Cell for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.
21. While all the conditions specified in the Bid Documents are critical and are to be complied, special attention of bidder is invited to the following clause of the bid document, non-compliance of any one of which shall result in outright rejection of the bid.
(i) Clause 13. a - The bids will be returned unopened, if covers are not properly sealed with wax/tape seal.
(ii) Clause 11, 20 -The bids will be rejected at opening stage if bid security is not submitted as per Clause 11 & bid validity is less than the period prescribed in Clause 20 mentioned above.
(iii) Clause 2, 5.1 & 5.2 - If the eligibility condition as per clause 2, is not met and/or documents prescribed to establish the eligibility as per Clause 5.1 & 5.2 are not enclosed, the bids will be rejected without further evaluation.
(iv) Clause 10 - If clause by clause compliance and deviation statements as prescribed are not given, the bids will be rejected at the stage of primary evaluation.
(v) Section XII: Price Schedule-Prices are not filed in as prescribed in price schedule.

SECTION VI

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. **Application:**

Submission of bid to this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by TERM Cell.

2. **Performance Security**

2.1 The successful bidder shall be required to deposit an amount equal to Rs.27,000/- as Performance Security within 2 weeks of conveying TERM Cell's intention for accepting the bid, in addition to the EMD which will be converted into performance security. Otherwise Rs 36,000/- of Performance Security has to be deposited, in which case EMD will be refunded.

2.2 Performance Security shall be submitted in the form of Account payee DD or Bank Guarantee issued by a scheduled Bank in accordance to the Proforma provided in section X of the bid document.

2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for TERM Cell to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. **EXECUTION TIME LIMIT**

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

4. **PAYMENT TERMS:**

4.1 Monthly bills i.r.o. vehicles engaged on monthly or daily basis shall be submitted in duplicate to the authority specified in the contract along with completed log book copy duly signed by the user within one week of the following month for the payment. *Though the rate is inclusive of all taxes, the bill should show the basic charge and the amount of Service Tax separately.* The copy of Service Tax paid Challan for the previous month/quarter as case may be, should be produced with bills for payment. In case bills are not submitted to TERM Cell as per above schedule, it will not take responsibility for delay in payment. *The bill shall be paid after applying TDS at the prevailing rate.*

4.2 It should be ensured that there is no overwriting in duty slips. In no case, duty slips without signatures will be accepted for the payment and if it is found so, the amount will be disallowed.

4.3 In case vehicle engaged on monthly basis is to be discontinued during the month, bill is paid on actual basis as per terms and conditions.

5. **Termination of Contract**

5.1 without prejudice to any other remedy for breach of contract TERM Cell 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.

(b) If the contractor fails to perform any other obligation (s) under the contract.

5.2 TERM Cell 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**

TERM Cell 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 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 event 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 TERM Cell as to whether the services 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 Assam. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the office for the time being entrusted whether in addition to the function of the DDG TERM Assam at Guwahati or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the DDG TERM DoT Assam at Guwahati or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the DDG or the said officer. 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 proceeding shall be Office of DDG, TERM, DoT at Guwahati 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 this contract may be appropriated by TERM Cell and set off the same against any claim of TERM Cell for payment of a sum of money arising out of this contract or under any other contract made by contractor with TERM Cell.

SECTION VII

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section IV and general (commercial) conditions of the contract as contained in section V and wherever there is a conflict, the provisions herein shall prevail over those in section IV and section V.
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. TERM Cell reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with TERM Cell.
4. TERM Cell reserves the right to blacklist 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 to be breach of this contract.
7. No sub-contracting is permissible. The near relatives of all TERM Cell employees {Non-executive employees working in the area of DDG TERM Assam at Guwahati & executive employees (also called Group-A & Group-B officers working under DDG TERM ASSAM at Guwahati)} either directly recruited or on deputation are 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, 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.
 - iii) The Company or firm or any other person is not permitted to tender for works in TERM Cell Unit in which his near relative(s) is (are) posted.
8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of TERM Cell 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 TERM Cell will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

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. TERM Cell 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 TERM Cell have to be suitable compensated by contractor.
10. The contractor shall when called upon to do so, place at the disposal of TERM Cell 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 one of original schedule or requirement in the NIT.
11. The contractor shall sent the vehicle for periodical servicing at the cost of the contractor, TERM Cell 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.
12. TERM Cell reserves right to counter offer price against price quoted by the bidder.
13. The bidder with the lowest evaluated price will be considered for full tendered quantity.
14. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to TERM Cell as and when demanded.
- 15. Penalties:**
 - i) In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non- availability of suitable vehicle a penalty upto Rs. 200/-may be imposed in addition to deduction on prorata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 300/-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 hrs. Penalty of Rs. 200/-per occasion shall be imposed.

SECTION VIII
SERVICES TO BE PROVIDED

1. **Service** Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running in Assam State.
2. **Period of Contract** Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period upto one year if agreed by the contractor and TERM Cell on the same rate, terms and conditions.
3. **Quantity** Estimated number of vehicles to be hired is Two however it should be clearly noted that TERM Cell shall place the order only as per the actual requirement
4. **Duty hrs.** Ten hours per day on all days of month except Sundays. However actual duty hours shall be specified by actual users of vehicles.
5. **Notice Period** For monthly and daily basis requirements one day in advance. II) Telephonic intimation shall be considered as notice.
6. **Reporting Place** Any place within the jurisdiction of DDG TERM ASSAM at Guwahati. 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 03 KMs. in each way i.e. total 06 KMs per day.
8. **Accuracy of meters** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power 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 other vehicle immediately or not more than one hour. In case of non- availability of suitable vehicle a penalty upto Rs. 200/- 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. 300/- 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 hrs. Penalty of Rs. 200/- per occasion shall be imposed.
10. **Special**
 - i) Intending bidder must have a telephone where Requirements requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
 - ii) No vehicle should be supplied having registration in the Name of employee of TERM Cell 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 or duty for plying the vehicles in Assam State will be liability of contractor.
 - iv) Parking and Toll charges, if any, may be claimed by producing the parking/ Toll slips.
 - v) If monthly run is less than 1000 kms in month, than balance kms shall be brought forward and adjusted in next three months.
 - vi) Transporter shall provide Mobile Telephone connection to the driver which shall be active during the hire period.
 - vii) 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.

SECTION IX
AGREEMENT FOR VEHICLE HIRE

This agreement is made on _____ day of 2009 between M/s _____
_____ (herein after called the Transporter whose term includes its successors and
assignees) whose registered office is at _____
and is registered under _____ and acting through its
authorized official Shri./Smt _____ and Telecom Enforcement Resource &
Monitoring Cell (herein after called the TERM Cell whose term includes its successors and assignees) whose
office is situated at 7th floor, BSNL Administrative Building, Panbazar, Guwahati-781001 and acting
through its authorized official Shri. _____, in the office of DDG TERM Assam
at Guwahati. The Transporter will provide Commercial vehicles on hire basis for DDG TERM ASSAM for
official use on the terms and conditions herein contained, and rates as mentioned in appendix-I. The
“Transporter” has deposited Rs. _____ (Rupees _____
_____) as interest free Performance Security.

Now in the presence of witnesses, the following points are hereby agreed and declared between the parties.

1. The Transporter shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 2007 year model, on the rates accepted as described in schedule vide appendix-I to this agreement. It is agreed by the Transporter that number of vehicles required is likely to change and may be demanded according to the exigencies of service by TERM Cell.
2. The Transporter shall comply with all the terms and conditions of tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The Transporter agrees with the TERM Cell and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
4. Transporter will provide vehicles to TERM Cell not older than three year (say 2007 model) and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the transporter.
5. The Transporter should provide the particular model or make of vehicle as agreed upon in the contract. The TERM Cell only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the DoT is not happy with the condition of the vehicle provided, the Transporter's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Transporter is not in a position to provide a substitute vehicle as demanded by the DoT then the DoT will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Transporter.
6. The driver of the vehicle shall be provided with the duty slips/ log books by the Transporter where date, time Kms reading and places visited are to be filled in and signed by the users/ TERM Cell officials. On the basis of these duty slips/ log books, the bills shall be raised to TERM Cell by the transporter. Counting of distance will be from garage, but chargeable distance in this respect shall not be more than 3 kms in each way between user delivery address and the garage/normal parking place.
7. If the Transporter fails to provide the vehicle to TERM Cell and if the service is not found satisfactory enough,

the TERM Cell shall have the right to terminate the contract in whole or part as per clause 5 of Section VI of Tender Document.

8. In the event of any mechanical failure/ breakdown of vehicle after it's reporting duty, the transporter shall arrange for replacement by another Commercial Vehicle. Not-compliance may attract penalty as per **Clause 9(i) of Section VIII** of Tender Document.
9. In the event of failure on the part of transporter to supply vehicles as mentioned in the preceding paragraph, penalty as per **Clause 9 (ii) of Section VIII** of Tender Document shall be imposed.
10. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the transporter. TERM Cell shall have no liability whatsoever.
11. The Tender Document No NIT No. DDG (TERM)/AS/Vehicle/1/09-10, which is annexed to this agreement, as **schedule "B"** shall form part and parcel of this Agreement and integral part of this agreement.
12. That transporter is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by transporter. TERM Cell will not be liable for any loss, damages, etc. suffered/ to be suffered by transporter or third party as the case may be.
13. The Transporter shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Transporter accordingly indemnifies the TERM Cell against all such liability.
14. The Transporter shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The Transporter will also ensure that they will not supply the vehicles to TERM Cell which are either owned by employees of TERM Cell or their near relatives as defined in Company Act 1959 and **Section-VII item (7) & (8)** of the tender documents enclosed as **schedule "B"** to this agreement. A certificate to this effect is annexed to this agreement as **Section-IV**.
15. 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 ASSAM at Guwahati. 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 ASSAM at Guwahati or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the DDG TERM ASSAM at Guwahati or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the DDG or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
16. If the Transporter institutes any legal proceedings against the TERM Cell to enforce any of its rights under this agreement it shall be in the legal jurisdiction of TERM Cell where the vehicle has been hired and not the place where the Transporter has his registered office.

Signed _____
[For and on behalf of TERM Cell]

Signed _____
[For and on behalf of the Transporter]

Name _____

Name _____

Designation _____

Designation _____

Date _____

Date _____

In the presence of Witnesses

- 1.
- 2.

In the presence of Witnesses

- 1.
- 2.

SECTION- X

PROFORMA FOR PERFORMANCE SECURITY BOND FORM

1. In consideration of DDG (TERM) Assam, Guwahati (here in after called the TERM Cell) 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 TERM Cell an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the TERM Cell 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 amounts due and payable under this guarantee without any demur, merely on a demand from the TERM Cell stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TERM Cell reason of breach by the said contractor's of any of terms & conditions contained in the said agreement or by reason of the contractors 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) MH, Nagpur 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 TERM Cell any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto 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 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 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 TERM Cell, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till TERM Cell certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.

5. We (name of the bank) _____ further agree with the TERM Cell that TERM Cell shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms & condition of 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 TERM Cell against the said contractor(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 contractor(s) or for any forbearance, and or any omission on the part of the TERM Cell or any indulgence by the TERM Cell 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. The 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 TERM Cell.

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.

SECTION – XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before time of bid opening)

To,
The ADET TERM Cell, ASSAM
O/o DDG TERM Assam, Guwahati
GUWAHATI-781001

Subject: Authorization 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 Signatures
I.		
II.		

Alternate Representative

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 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.

Tender for providing Services of Hired Vehicles for
the office of DDG (TERM) ASSAM, Guwahati

**Department of
Telecommunications,
Ministry of Communications
and IT**



FINANCIAL BID

**Deputy Director General
Telecom Enforcement Resources & Monitoring Cell
Assam at Guwahati**

SECTION – XII
SCHEDULE OF HIRE CHARGES

A. MONTHLY BASIS

A	B	C	D	E
Sl. o.	Description	Charges in Rs. [C]	Quantity for Evaluation Purpose(Actual may vary) [D]	Weighted Value in Rs. [%]x[C]x[D]*
1	Monthly Rate (For 1000 Km per month, 10 hrs a day)		2	0.8 x [C] x 2 = _____ in figure _____ in Words
2	Extra per Km,(over 1000 Km per month) in Rs. Per Km		200 Km	0.15 x [C] x 200 = _____ in figure _____ in Words
3	Outstation Night Halt Charges		4	0.05 x [C] x 4 = _____ in figure _____ in Words
			Total	_____ in figure _____ in Words

*Under Col-E “ Weighted Value in Rs.” is obtained by multiplying the % weighting factor with the quoted rate (C) and Quantity (D). Therefore for the first row “Monthly Rate” it is calculated as **0.8 x [C] x 2**. For the second row “Extra per Km” it is calculated as **0.15 x [C] x 200** and for the third row “Outstation Night Halt charges” it is calculated as **0.05 x [C] x 4**.*

Total amount for 2 vehicles: Rs

(In words):

- Terms and conditioned mentioned in this tender (No. DDG (TERM)/AS/Tenders/ Hired Vehicle/ 2009-10) are applicable.
- The rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract (**inclusive of Service Tax**).
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

B. Daily Basis:

Hire Charges per vehicle (Rs) Unit (per day) Slab Rate		
Time- KM Hire slab	Air-conditioned Indigo/ Maruti SX-4/Maruti Esteem/Honda City/ Accent	Air-conditioned Scorpio/ Travera/ Innova
10Hrs - 100 Km	-----In figure -----In words	-----In figure -----In words
Rate per Km (beyond 100Km)	-----In figure -----In words	-----In figure -----In words
Rate per Hour (beyond 10Hr)	-----In figure -----In words	-----In figure -----In words
Night Halt Charge	-----In figure -----In words	-----In figure -----In words

- Terms and conditioned mentioned in this tender (No. DDG (TERM)/AS/Tenders/ Hired Vehicle/ 2009-10) are applicable.
- The rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract (**inclusive of Service Tax**).
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period as per tender terms & conditions from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated _____/_____/_____

Signature of the Bidder _____

Name of Bidder:

ANNEXURE

Technical Bid Evaluation Criteria

Sr. o.	Attribute	Please tick or cross
1	Qualification Bid form in the prescribed format.	
2	Bid Security & the cost of tender document (in case of downloaded tender document) in the form of DD in favour of CAO, O/o CCA Assam payable at Guwahati must be attached in the technical bid.	
3	Attested copies of (valid pollution under control certificate, valid Registration certificate, valid permits & authorisation form, service tax registration certificate etc.) of the vehicle as a commercial vehicle.	
4	Attested copy of leased agreement(if the vehicle quoted is leased from a third party)	
5	Work experience of similar work during past 2 years for similar type of contract	
6	Partnership deed or proprietorship deed or articles/Memorandum of Association as the case may be	
7	Tender document(s), in original duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.	
8	The contracting firm/ agency/ company should be registered with appropriate authorities and attested copy of registration may be attached	
9(a)	Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.	
9(b)	Letter of authorization to attend bid opening	
10	Declaration of certificate on non-participation of near relatives in the tender.	
11	Particulars of Income Tax (Latest return)	
12	Attested copy of service tax registration certificate issued by competent authority.	
13	Attested Copy of PA /GIR Card.	
14	Envelope -3 (1 Main with 1Tech Bid + 1 Financial Bid Properly Marked)	
15	Cost of Tender document through DD in the Favour of "CAO o/o CCA Assam" payable at Guwahati.	
16	EMD & Amt of EMD through DD in the Favour of "CAO o/o CCA ASSAM" payable at Guwahati.	
17	Each page of the tender document signed by bidder with stamp	
18	Envelopes sealed with WAX/TAPE	
19	Any additional terms & conditions/modifications etc. by Tenderer	
20	Any comments by the bidder in the tender form	