

Government of India
Ministry of Communications and Information Technology
Department of Telecommunication
Dy. Director General, Telecom Enforcement, Resources &
Monitoring Cell, Mumbai

No. DDG/TERM/MBI/Vehicle Tender/2010-11/001

Date : 08-11-2010

Section I

On behalf of the President of India, sealed tenders are invited for the Supply of hired Vehicles for use of office of Dy. Director General, Telecom Enforcement, Resources & Monitoring Cell, Mumbai

Sealed Tenders are invited for submission up to 15-00 hrs. of **01-12-2010** for hiring commercial vehicles (two- AC Tata Indica/ Maruti Wagnor and one AC Esteem/Indigo/Ford Icon BSIII(petrol)/) not older than 2008 year model from the reputed contractors having not less than 2 vehicles and experience in supplying commercial vehicles for the two years to any Central/ State Govt. organization or a public sector undertaking.

The tender document will be available at the above mentioned address on payment of Rs. 100/- in DD .in favour of 'Communication Accounts Officer' CCA Maharashtra on all working days. 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 tender, provided the cost of tender document Rs 100/ in the form of DD in favour of 'Communication Accounts Officer' CCA Maharashtra payable at Mumbai is enclosed with the bid, failing which the tender will be out rightly rejected. .

The terms and conditions are enclosed herewith.

ADG(TERM) Mumbai
O/O DDG(TERM) Mumbai,
5th Floor, Sakivihar Telephone Exch
S.V.road ,Andheri (East)
Mumbai 400 072

SECTION II

INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

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

2. **Eligible Bidders**

- a. Bidder should be registered with Income Tax/Service Tax/Registrar of Companies
- b. The Bidder should own at least three vehicles of model not older than year 2008, registered as commercial vehicles in their name or firm's name for use as commercial vehicles in the state of Maharashtra. The proof of ownership should be produced when called for.
- c. Bidder should preferably be recognized by the Department of Tourism, Govt. of India/ State Govt./ Any other Public Institution/ Body.
- d. The Bidder shall have experience of minimum period of 2 years (within last five years) for similar type of contract of supplying not less than 2 commercial vehicles to Govt. Organizations or any Public Sector Undertaking.

3. **Cost of Bidding**

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

4. **Bid Document**

4.1 Bid document includes

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

4.2 The bidder is required to examine all instructions, forms, terms, and specifications in the Bid documents. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

4.3 A prospective bidder requiring any clarification on the Bid documents shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.

5. Documents required to be submitted

- i) Registration with registrar of companies includes Partnership Deed or Articles/Memorandum of Association as the case may be, Or an affidavit Stating that it is a proprietary concern.
- ii) Experience certificate for two years, within the last five years, issued by the tendering authority of State/Central Govt. bodies or PSUs as the case may be.
- iii) Attested copies of the Registration Certificate of the vehicles owned (minimum Two) by the bidder.
- iv) EMD of Rs.20,000/- in form of DD from a scheduled bank drawn in favour of **Communication Accounts Officer CCA, Maharashtra** .
- v) Valid Service Tax Registration Certificate of Maharashtra Area.
- vi) Latest Income Tax return along with copy of PAN card.

6. Amendment to bid document

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

7. Documents comprising the bid

The submitted bid document shall comprise the following components.

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

8. **Bid Form**

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

9. **Bid Price:**

- i. The supplier shall quote the price in terms of percentage (%) above or below the schedule rates mentioned in column (D) of Section V (Schedule of requirement and price schedule) and fill up the relevant part accordingly.
- ii. Bid Price shall be inclusive of all taxes. However, these taxes shall be shown separately in the bill while claiming.
- iii. The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation, except as provided in item 15 under Section IV. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iv. “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. **Clause by clause compliance:**

A clause-by-clause compliance of service to be provided (Section VI), and special condition (Section IV), shall be given. In case of deviation a statement of deviation shall be given.

11. **Bid Security:**

11.1

The bidder must deposit Rs.20,000/- (Rupees twenty thousand only) as bid Security (EMD). The Bid Security shall be in the form of DD, drawn in favour of **Communication Accounts Officer CCA, Maharashtra** payable at Mumbai which may be submitted along with the bid.

11.2

The bid security of unsuccessful bidder will be discharged /returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

11.3

The successful bidders’ security will be converted as part of performance guarantee.

11.4

The Bid Security may be forfeited:

- a. If bidder withdraws his bid during the period of bid validity specified in the bid form.
- b. If the successful bidder fails to sign contract in accordance with clause 18.
- c. If the successful bidder fails to furnish performance security in accordance with clause 2 of Section III.

12.

12.1: The bid shall be filled either typed or printed or neatly hand written and all pages of the enclosures numbered sequentially and all pages of the bid document shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.

12.2: The over writing / erasures if any in the bid must be duly signed by the person signing the bid.

12.3: violation of the above clauses will lead to the rejection of the tender.

13. Submission of Bid:

- i) The Bids should be submitted duly sealed and addressed to Shri Amit Kumar Chauhan, ADG,% DDG(TERM),Mumbai. It may be submitted by post or dropped in the Tender Box provided in the O/o DDG(TERM), 5th floor, Sakivihar Tele Exch Bldg, Sakivihar road , Andheri (East) Mumbai 400 072 on or before **15.00 hrs. on 01-12-2010.**
- ii) Any bid received after the dead line for submission of bids shall be rejected.

14. Bid Opening:

The Tender Opening Committee, duly approved by DDG (TERM), Mumbai, shall open bids in the presence of the bidders or their authorised representative who wish to be present at the time of opening of bids on the same day at 15.30 hrs. 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 IX)

15. Evaluation:

15.1 The Tender Evaluation Committee, duly approved by DDG (TERM),Mumbai shall evaluate the bids to determine whether they are complete as per the document and shall determine the eligibility.

15.2 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation.

15.3 DDG (TERM), Mumbai, will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of the bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by DDG (TERM), Mumbai.

15.4 (TERM), Mumbai shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section V of the bid document.

15.5 L1 shall be decided by the lowest percentage quoted in Section V among declared eligible bids.

16 Award of Contract

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

17 Right to vary quantities:

DDG (TERM), Mumbai reserves the right at the time of award of contract or at any time of the tender validity period, to increase or decrease the number of vehicles by two, without any change in hiring charges of the offer or other terms and conditions.

18 Signing of Contract

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

18.2 Upon furnishing the performance security by the the successful bidder, DDG (TERM), Mumbai shall discharge its bid security in pursuant to Clause no. 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 event DDG (TERM), Mumbai may make the award to any other bidder at the discretion of DDG (TERM), Mumbai or call for new bids.

20 Period of validity of bids

- i) The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by DDG (TERM), Mumbai as nonresponsive.
- ii) A Bidder accepting the request of DDG (TERM), Mumbai for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.

21 Cancellation of bid

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

22 Monthly Run

DDG (TERM), Mumbai shall decide whether to go for 1500 kms per month on the vehicles that are going to be engaged on monthly basis while placing the order. In case a vehicle has run less than this 1500 kms in a month, the balance kilometres shall be brought forward and adjusted in the next three months.

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT.

2. Performance Security

2.1 The successful bidder shall be required to deposit an amount equal to or bank guarantee as in 2.2 of Section III for, Rs.30,000/- as performance security, in addition to the EMD to be converted as performance security within 10 days of conveying for accepting the bid. However, if the work is awarded to more than one bidder the security deposit will be collected proportionately among the successful bidders, as per the allotment of vehicles.

2.2: Performance security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the proforma provided in Section IX of the bid document.

2.3: Performance security will be discharged after three months (from the end of contract) after compliance of contractor's performance obligation under the contract.

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

3. EXECUTIVE TIME LIMIT

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract. The tender is extendable by six months with the mutual consent of the parties to the agreement.

4. PAYMENT TERMS

Monthly bills shall be submitted in duplicate to the authority specified in contract along with log sheets duly signed by the user. All statutory Taxes like income tax, as applicable shall be deducted from the bill while making payment of each bill.

5. Termination of Contract.

5.1 DDG (TERM), Mumbai, may, without prejudice to any other 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 vehicles within the period(s) specified in the contract or any extension thereof granted by DDG(TERM), Mumbai or b) If the contractor fails to perform any other obligation(s) under the contract. 5.2 (TERM), Mumbai may without prejudice, to other rights under Law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor in above circumstances.

6. Termination for insolvency

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

7. Force Majeure

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

8. Arbitration

8.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to arbitration and the arbitrator shall be appointed by DDG (TERM), Mumbai. 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 thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.3 The venue of the arbitration proceedings shall be at office of DDG (TERM), Mumbai or such other place as the arbitrator may decide.

9 Set Off

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

SECTION IV
SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. DDG (TERM), Mumbai reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with other departments/offices of central government.
4. DDG (TERM), Mumbai reserves the right of blacklisting a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed as breach of this contract.
7. The near relatives of all employees of office of DDG (TERM), Mumbai are prohibited from participation in this tender.
The near relation for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family
 - (b) They are husband and wife
 - (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) & sister's husband (brother-in-law).
8. The tenderer (s) should give a certificate to the effect that none of his/her such relative is working in the units of DDG (TERM), Mumbai 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 partners of the company or firm. The incomplete tender work will be cancelled and earnest money/ security deposit will be forfeited at any stage whenever it is noticed that the above declaration is false. The DDG (TERM), Mumbai 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. (proforma given as Appendix – IV).

9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. DDG (TERM), Mumbai shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to DDG (TERM), Mumbai have to be suitably compensated by contractor.

10. In no case, a vehicle not registered for the commercial purpose shall be supplied to DDG (TERM), Mumbai and all taxes etc., due on such vehicles shall be liability of the contractor.

11. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. DDG (TERM), Mumbai will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing, limited to one day in a calendar month as mutually agreed by both the parties to the agreement. The cost of lubricants, repairs, maintenance, taxes insurance, etc., will be the contractor's liability.

12. DDG (TERM), Mumbai reserves right to counter offer price against price quoted by the bidder.

13. DDG (TERM), Mumbai reserves the right for placement of full tendered quantity on the approved bidder.

14. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to DDG (TERM), Mumbai as and when demanded.

15. During the course of the Tender period, if there is hike in the cost of diesel, proportionate increase will be made to compensate the increase in cost of diesel consumed, taking an average of 10 KM per liter and basic rate for litre approved by Govt. as on the date of entering into agreement for this purpose. Similarly if there is decrease in the basic price of diesel, the basic charge tendered will be proportionately reduced.

SECTION V
SCHEDULE OF REQUIREMENT AND PRICE SCHEDULE

I. MONTHLY BASIS:

Sl No	Type of Vehicle/ Model (B)	Job description (Monthly Charges)	Hiring Charges per vehicle (Rs.) (Rates are inclusive of all taxes)	
			In figures (D)	In Words
1	Tata Indica/ Wagnor (Without A/C)	FOR 1500Km/ Month (P)	Rs.18,225/- Rs.6.70/-	Rupees Eighteen thousand two hundred twenty five only.
		Extra Km beyond 1500 Km (Q)		Rupees Six & paise seventy only
		Extra Hours	Rs.30/-	Rupees thirty only.
		Outstation Night Charges	Rs.125/-	Rupees One hundred and twenty five only.
2	Indigo/Esteem /Ford Icon BSIII(petrol) (A/C)	FOR 1500Km/ Month (P)	Rs.24,000/- Rs.9.50/-	Rupees Twenty four thousand only.
		Extra Km beyond 1500 Km (Q)		Rupees Nine & paise fifty only
		Extra Hours	Rs.30/-	Rupees thirty only.
		Outstation Night Charges	Rs.125/-	Rupees One hundred and twenty five only.

II. DAILY BASIS:

Sl No	Type of Vehicle/ Model (B)	Job description (Monthly Charges)	Hiring Charges per vehicle (Rs.) (Rates are inclusive of all taxes)	
			In figures (D)	In Words
1	Tata Indica/ Indigo/ Maruti Wagnor (Without A/C)	Per day 8hours, 80 Km (T)	Rs.878/-	Rupees Eight hundred and seventy eight only.
		Extra hours detention	Rs.30/-	Rupees thirty only
		Extra Km beyond 1500 KM(Q)	Rs.6.70/-	Rupees Six & paise seventy only
2	Qualis/ Scorpio/ Esteem ((Without A/C)	Per day 8hours, 80 Km (T)	Rs. 1485/-	Rupees one thousand four hundred eighty five only
		Extra hours detention	Rs.80/-	Rupees eighty only.
		Extra Km (U)	Rs.9/-	Rupees Nine only
		Outstation Night Charges	Rs.125/-	Rupees one hundred and twenty five only.

Note: The vehicle requirement under part II above is purely to meet contingency needs. Minimum/Maximum requirement cannot be seen.

I quote -----% (in fig)-----percentage (in words)-----
(Above/Below) the mentioned prices across all categories. (Please do not use plus or minus signs in the quotes, Above means plus and Below means minus). In case of any conflict between words and fig, the quote in words will be taken. And if any ambiguity in above/ below' column, Above will be taken by default.

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

Mumbai
Date “

Signature of the Bidder with Seal

SECTION VI

SERVICES TO BE PROVIDED

1	Service	Provision of commercial vehicle with licensed drivers, registered commercial vehicle on Hiring basis for running in the State of Maharashtra
2	Period of Contract	Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. However contract may be extended for further period upto six months, if mutually agreed by the contractor and DDG (TERM) Mumbai on the same rate, terms and conditions
3	Quantity	Estimated number of vehicles to be hired is 3. However it should be clearly noted that DDG (TERM), Mumbai shall place the order only as per the actual requirement (minimum three and maximum five) from time to time.
4	Duty hrs	Twelve hours per day for five days per week .However actual duty hours shall be specified by actual users of vehicles.
5	Notice Period	i. For regular requirements one day in advance. ii. Telephonic intimation shall be considered as notice.
6	Reporting Place	Any place within jurisdiction of Mumbai Municipal Area.. Actual place of reporting shall be specified by users of vehicles at the start of the month.
7	Counting Of distance	Counting starts from the regular reporting place. 5 Kms will be given from garage to reporting place or vice versa
8	Accuracy of meters	The meter reading should tally the actual distance of run at any instant and authorized officer shall have full powers to check up the meter for its correctness and to take action accordingly.
9	Penalties	i. In case of break down, vehicles have to be replaced by another vehicle immediately (within one hour). In case of non availability of suitable vehicle penalty up to Rs.100/- may be imposed for every hour beyond first hour in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.200/- per break down shall be imposed. ii. In case of non-availability of vehicles, penalty of Rs.200/- per day shall be imposed in addition to deduction at pro-rata basis for that day. iii. In case of non-availability of vehicles, during extra hours, a penalty of Rs. 100/- per hour shall be imposed. iv. If drivers are reporting late – a penalty of Rs50/- per hour per occasion if the delay is more than half an hour.
10	Special Requirements	i) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone number must be specified in the bid. ii) No vehicle should be supplied having registration in the name of any employee or his close relatives working in the office of DDG (TERM), Mumbai and a Certificate to this effect be given on the body of bill while submitting claim. iii) Payment of any Govt. tax or duty for plying the vehicles for DDG (TERM), Mumbai within Maharashtra will be liability of contractor. iii) Parking and Toll charges, if any, may be claimed by producing the parking/ Toll slips. iv) The drivers must have their mobile connections and this office will not bear any expenses for it.

SECTION VII
BID FORM

Tender No..... Date :.....

To,
ADG (TERM) Mumbai
5th floor, Sakivihar Tele Exch Bldg,
S V road, Andheri (East),
Mumbai 400 072

Dear Sir,

Sub: Submission of Sealed Bids as per No.....Date.....
for supply of Hiring of Cars I/ We herewith submit My/ our bid.

1. a) Name of the Bidder

b) Address

.....
.....

c) Tel. No

d) Fax No.

2. Status of the bidder whether proprietary, partnership, HUF ltd., Company etc.

.....

3. Name of the authorized signatory who is empowered to sign the agreement, other documents and correspondence with DDG(TERM),Mumbai.

.....

4. Details of past experience

5. EMD particulars

Amount Rs.....

DD No..... Date.....

Name of Bank & Branch.....

6. Income Tax Clearance Certificate No. and date

7. CST No.and date

8. ST No. and date

(i) I/We have carefully read the tender documents and understood the nature and condition of contact and the services to be provided their under. I/We offer to provide the commercial vehicles in conformity with the terms and conditions of the contact and application for the sum shown in the schedule of price attached herewith and made part of this bid.

(ii) We undertake to enter into agreement within one week of being called up on to do so and bear all expenses including charges for stamps etc., and agreements will be binding on us.

(iii) If our bid is accepted, we will obtain guarantees of a Schedule Bank for a sum as stipulated for the due performance of the contract.

(iv) 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.

(v) Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.

(vi) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

(vii) We understand that you are not bound to accept the lowest or any bid you may receive.

Date this Day of 2010

Signature and Seal of Bidder

List of documents enclosed along with Bid Document

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

SECTION VIII
PERFORMANCE SECURITY BOND FORM

1. In consideration of Dy. Director General, Telecom Enforcement, Resources & Monitoring Cell, Mumbai Circle, having agreed to exempt _____ (herein after called the said contractor(s)) from the demand of security deposit money of Rs.30,000/- on production of bank guarantee for Rs.30,000/- for the due fulfilment by the said contractors of the terms and conditions to be contained in an agreement in connection with the contract for supply of hiring vehicles, we, (Name of the Bank) at the request of _____ contractor's do hereby undertake to pay the DDG(TERM) Mumbai Circle, an amount of not exceeding _____, against any laws or damage caused to or suffered or would be caused to or suffered by the DDG(TERM) Mumbai Circle, Maharashtra by reason of any breach by the said contractor's of any of the terms and conditions contained in the said agreement.

2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG(TERM) Mumbai stating that the amount claimed is due by way of laws or damages caused to or suffered by the DDG(TERM) Mumbai reason of breach by the said contractor 's of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the DDG (TERM) Mumbai 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.30,000/-.

3. We undertake to pay to the DDG (TERM) Mumbai any money so demanded not withstanding any disputes raised by the contractor (s) / supplier(s) in any suit or proceedings pending before any court or tribunal relating to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under the contractor (s) / supplier (s) shall have no claim against us for making such payment.

4. We (Name of the Bank)_____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year and three months from the date herein and further agrees to extend the same from time to time (after fifteen months) so that it shall continue to be enforceable till all the dues of the DDG (TERM) Mumbai _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG (TERM), Mumbai certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We (Name of the Bank), further agree with DDG(TERM) Mumbai that DDG(TERM) Mumbai shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG(TERM) Mumbai against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractors or any indulgence by the forbearance, or any omission on the part of the (TERM) Mumbai or any indulgence by the DDG(TERM), Mumbai to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s) / supplier (s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DDG(TERM) Mumbai.

Dated:_____

For _____
(Indicating the Name of the Bank)

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

SECTION IX
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To
The Deputy. Director General,
(Telecom Enforcement, Resources & Monitoring Cell)
5th Floor, Sakivihar Tele Exch
Saki Vihar road
Andheri (Eest), Mumbai 400 072

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

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

Order of Preference Name Specimen Signature
I.

Signature of Bidder
Or
Officer authorized to sign the bid
Documents on behalf of the Bidder

Note: 1. *only one representative will be permitted to attend bid opening.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.*