

**GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS & IT  
DEPARTMENT OF TELECOMMUNICATIONS  
O/o THE DEPUTY DIRECTOR GENERAL (TERM), WEST BENGAL  
2<sup>ND</sup> FLOOR, 82-BALLYGUNJ PLACE, KOLKATA-700019.**

Tender no: 7-5/TERMWB/2011-12/Tender-II,

Dated: 14<sup>th</sup> June 2011

**Notice Inviting Tender**

Sealed tenders, on behalf of **the President of India**, are invited under two bid system i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Registered Companies /Firms /Agencies having at least **three** vehicles and experience in supplying light commercial vehicles for at least three years within the last five years to any Central/State Govt. organization / PSUs, for providing services of registered light commercial vehicles on hired basis, by the office of the DDG, Telecom Enforcement Resource & Monitoring Cell (TERM) West Bengal Unit, Department of Telecommunications (DOT) for a period of one year from the date of contract. The details are as follows:

Description of services	Type of vehicles	Quantity	Age of Vehicles	Earnest Money Deposit (EMD)	Estimated Value of the tender
Hired commercial light vehicle on monthly basis	Non-AC: Ambassador/TATA Indica (Diesel)	Three	Not older than 2009	Rs.12,000/=	Rs.6,00,000/= (Rupees six Lakh only) per annum

**Issue of Blank tender forms:** On all working days from 10:00 Hrs to 17:00 Hrs till 05<sup>th</sup> July 2011 from the O/o DDG(TERM), West Bengal or can be downloaded from website <http://www.dot.gov.in>

**The cost of the tender form:** Rs.300/= (Rupees Three hundred only) non-refundable & non-transferable. In case tender form is down loaded from website, separate DD (**Valid for one month from the date of opening of tender**) from any nationalized/scheduled Bank of Rs.300/- on account of cost of the tender document should be attached with tender document. Demand draft should be made in the favour of "**Communication Account Officer, O/o CCA, West Bengal Circle**" payable at Kolkata.

**Schedule to the invitation of tender:**

Time & Last date of issue of tender document:	Upto 17:00 Hrs , 05 <sup>th</sup> July 2011
Time & last date of submission of bid document*:	Upto 15:00 Hrs , 06 <sup>th</sup> July 2011
Time & date of opening of submitted bids:	15:30 Hrs , 06 <sup>th</sup> July 2011
Place of opening of tender:	O/o DDG (TERM), 2nd Floor, 82-Ballygunj Place, Kolkata -19
Minimum validity of tender offer:	150 days from date of opening

**\*Any bid submitted after stipulated date & time shall not be considered.**

Director-II (TERM),  
O/o DDG (TERM), West Bengal Unit.  
Tel:24606572, 24606567(FAX)

**Copy to:**

- O/o DDG, TERM Kolkata, Ground Floor, QA Bhavan, EP & GP Block, Sector-V, Salt Lake, Kolkata 700091
- Notice Boards, O/o GM (South), BSNL, Calcutta Telephones, 82-Ballygunj Place, Kolkata -19
- Notice Board , O/o DDG (TERM)/West Bengal, 82, Ballygunge Place, Kolkata-19,
- O/o CCA, West Bengal Circle, 8-Esplanade East, Kolkata-700069.
- O/o CGM,WBTC, BSNL, 1-Council House Street, Kolkata-1

**SECTION II  
BID FORM**

Dated: \_\_/\_\_/2011

To

**The DDG (TERM), West Bengal Unit,  
2<sup>nd</sup> Floor, 82-Ballygunj Place, KOLKATA-19**

**Ref: tender no: 7-5/TERMWB/2011-12/Tender-II, dated: 14/06/2011**

**Sir,**

1. Having read the terms & conditions of the above-mentioned tender 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 bank guarantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 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 ..... 2011.**

**Signature of \_\_\_\_\_**

**In capacity of \_\_\_\_\_**

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

**Signature \_\_\_\_\_**

**SECTION III  
BIDDER'S PROFILE**

**GENERAL**

1. Name of Tendering Company/ Firm / Agency : \_\_\_\_\_  
(Attach attested copy of certificate of registration or valid trade license as the case may be)
2. Nature of the concern : \_\_\_\_\_ (i.e. Sole proprietor or partnership firm or a company under Company Act 1956)
3. Full Address of Registered Office of the Company/ Firm / Agency:  
\_\_\_\_\_  
\_\_\_\_\_  
a. Telephone/Mobile No:  
b. FAX No:  
c. E-Mail Address :
4. PAN / GIR No. of the Company/ Firm / Agency : \_\_\_\_\_  
(Attach attested copy)
5. Photocopy of income tax returns for latest year: \_\_\_\_\_ (Attach attested copy)
6. Service Tax Registration No. : \_\_\_\_\_ (Attach attested copy)
7. The Company / Firm / Agency should have at least three years of experience in providing services of supplying vehicles to Central/State Govt. organization / PSUs etc. (Attach the attested or original copies of relevant experience documents)
8. Details of Earnest Money Deposit: Rs.12,000/= D.D. No. .... Date \_\_\_\_\_  
Drawn on Bank \_\_\_\_\_ (Accompany with the tender document)
9. Whether each page of tender and its annexures have been signed and stamped: \_\_\_\_\_.(Yes/No)
10. Bidder's bank, its address and his current account no:  
\_\_\_\_\_  
\_\_\_\_\_
11. Infrastructure capabilities: Particulars of vehicles available with the Bidder. (please attach the attested copies of the proof of the ownership or lease holding/power of attorney (duly notarized) documents of the vehicles and proof of registration of the vehicles as commercial vehicle):  

<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.**

Signature of Bidder/Authorized Signatory with seal of the firm \_\_\_\_\_

Name of the Bidder \_\_\_\_\_

Place: \_\_\_\_\_,

Date: \_\_\_\_\_

## SECTION IV GENERAL TERMS AND CONDITIONS (Commercial)

1. **Parties:** - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Government of India through the DDG (TERM), TERM Cell West Bengal, Kolkata-19 for and on behalf of the President of India.
2. **Addresses:-** For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the TERM Cell, West Bengal Unit, Kolkata-19. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Earnest Money Deposit (EMD):**
  - a. Earnest Money of Rs. 12,000/- (in words Rupees Twelve Thousand only) must be deposited by bidders in the form of Demand Draft drawn in favour of "Communication Account Officer, O/o CCA West Bengal Circle" and should accompany with the tender document.
  - b. EMD of the unsuccessful bidder shall be returned within 4 weeks of expiry of bid validity as per clause 4 of Section-IV.
  - c. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.
  - d. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited to the Government.
  - e. The tenders without Earnest Money Deposit will be summarily rejected.
  - f. No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
4. **Period of validity of Bid:** Bid shall be valid for 150 days after the date of opening of bids.
5. **Preparation and Submission of Tender:** The tender should be submitted in two parts namely Technical Bid along with the proof of Earnest Money Deposit (in the form as given in Section – III) and cost of bid document in case it has been downloaded from the website and Commercial Bid (Rate Schedule in form given in Section – VI) and each should be kept in a separate sealed cover. Both the bids sealed in separate covers should be kept in another sealed cover addressed to the DDG (TERM), West Bengal Unit, Kolkata-19. The outer envelope containing sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be super-scribed with Tender Number, subject of Tender, whether the envelope is containing "Technical Bid" or "Commercial Bid" and date of opening of tender.

6. Signing of Tender: Individual signing the tender or other documents connected with contract must specify whether he signs as
- i. A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
  - ii. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - iii. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

**Note.**

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the DDG (TERM) TERM Cell West Bengal Unit may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer should sign and affix his firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

**7. Technical Bid:-**

- a) The Technical bid should be submitted in form as given in Section-III
- b) All documents asked at clause 7 of Section-V must be submitted as part of Technical bid, the rate schedule (Section-VI) should be left blank.

**8. Commercial Bid:**

- a) The Commercial Bid should be submitted in the format given in Section- VI typed on the firm's letter head in a separate sealed cover kept inside the main cover. The Commercial Bids of the Tenderer short – listed after evaluation of technical bids only will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.

- b)** Rate should be quoted, in figures & in words, along with its break up showing various items of charges as per the commercial bid at Section-VI. Bids containing misleading entries will be summarily rejected. The rates quoted shall be firm and final.
- c)** Terms of payment as stated in the Tender Document shall be final.
- d)** At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

**9. Opening of Tender:-** The tenderer is at liberty either to be present himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer as per the format at Section-XI and proof of identification. Also bid shall be opened at the O/o DDG (TERM), 2<sup>nd</sup> Floor, 82-Ballygunj Place, Kolkata-19.

**10. Criteria for Evaluation of Tenders:** The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Section - III and then on the basis of commercial information furnished in form given in Section – VI. The Commercial bid (Section –VI) of such firms found valid based on technical parameters (as per Section – III) will be opened on the date, time and venue to be announced after opening of the Technical Bid. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the Tenderer or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any terms and conditions of this tender.

- a)** Tenderer 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.
- b)** If there is a discrepancy between words and figures the amount in words shall prevail and prior to detailed evaluation, purchaser 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 bid documents without material deviation. A bid determined as substantially nonresponsive will be rejected by the purchaser.
- c)** Tenderer shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the rate quoted (inclusive of all levies and taxes) as indicated in the rate schedule of the bid document.
- d)** Bids shall be evaluated based on the evaluation formula described at Section-VII.

**11. Right of Acceptance:**

- a) The DDG (TERM) TERM Cell West Bengal Unit reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the DDG (TERM) TERM Cell West Bengal Unit in this regard is final and binding.
- b) Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.

**12. Time Schedule for Commencement of Work:** The work must be commenced within a period of 10 days from the date of award of work.

**13. Security Deposit:**

- a) The successful tenderer will have to deposit a performance security (security deposit) for an amount of 7.5% (Seven and half percent) of the value of the contract in the form of a Bank Guarantee for the validity period of 15 months. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
- b) The Security Deposit can be forfeited, **wholly or partly**, by order of the purchaser in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the Department of Telecom sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- c) The final work order will be issued only after the production of the performance security bond and EMD of successful bidder shall be refunded within a week of the receipt of the performance security bond.
- d) A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond as mentioned above, within 14 (fourteen) days from the issue of the letter of intent, from scheduled bank as per the format at Section-IX.

**14. Breach of Terms and Conditions:** In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by the purchaser in that event and the security deposit shall also stand forfeited.

**15. Subletting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the purchaser, which he will be at liberty to refuse if he thinks fit.

**16. Terms of payment:**

- a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- b) The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by account payee cheque only.
- d) The purchaser shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned elsewhere in this tender.
- e) The term "payment" mentioned in this paragraph includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- f) Wherever applicable all payments will be made as per rate schedule of payments stated in Section-VI of the submitted Commercial bid of the successful bidder.

**17. Period of Contract/Extension:** The contract will remain valid for **one year** unless terminated earlier by the DDG (TERM) TERM Cell West Bengal Unit. The period of contract can be extended for a further period of one year at the discretion of the DDG (TERM) West Bengal Unit. After expiry of the extended period, the contract will automatically come to an end and no separate notice will be given.

**18. Termination of Contract:** Purchaser, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts.

- a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by purchaser.
- b) If the contractor fails to perform any other obligation (s) under the General & special conditions of the contract.
- c) Purchaser 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.
- d) **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**19. Agreement:** If the bid given by the contractor is approved, the contractor will be asked to enter an agreement initially for a period of one year, further extendable subject to above paragraph. Cost of execution of agreement shall be borne by the contractor. The draft format of the agreement is at Section-VIII. Final format of agreement shall be issued by TERM Cell West Bengal, at the time of the signing of the agreement with the successful

bidder, and that final format shall be binding on the successful bidder. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

20. **Arbitration:** If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. 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 DDG (TERM), West Bengal Unit, Kolkata-19, Department of Telecommunication, Ministry of Communication & IT, Govt. of India. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall take place at Kolkata and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.
21. **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 purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by contractor with purchaser.
22. **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 the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

## SECTION – V (Instructions to Bidders)

- 1 **Eligibility:** Documentary evidence for the under mentioned items should be submitted along with the bid:
  - i. The bidder should own or on lease minimum of 2 vehicles of model not older than year 2009, 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.
  - ii. The vehicle should be registered as a commercial vehicle and the model not older than year 2009. Compulsory Inspection, of the condition of the vehicles to be supplied by the lowest bidder, shall be carried out by the dept. The lowest bidder shall parade the vehicle at the place, to be decided by the dept, for inspection. If the dept. is satisfied with the condition of the vehicles, only then, purchase order shall be awarded to the lowest bidder.
  - iii. The bidder should have proof of ownership in case of own vehicle or in case of lease hold vehicles, a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary (First Class Magistrate) will have to be submitted.
  - iv. The bidder shall have experience of supplying vehicles to Central/State Govt. organization / PSU for minimum three years within the period of last five years.
  - v. The bidder must have a valid Trade license.
  - vi. The bidder must have registration for Service Tax.
- 2 **Services to be provided:**
  - i. Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running in West Bengal State.
  - ii. **Period of contracts:** Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. The department may cancel the contract during the contract period without assigning any reason. However, the period of contract can be extended for a further period of one year at the discretion of the DDG (TERM) West Bengal. The contract so extended by the department, will be on the same rate and terms & conditions. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.
  - iii. **Normal Duty Hrs:** Ten hours per day on all days of month from Monday to Saturday with weekly off on Sunday.
  - iv. There shall be no minimum mileage per day for vehicles on monthly basis. Extra hours shall be over and above 10 hours per day (normal day shall be from 09.00hrs to 19.00hrs.) and Extra mileage will be over and above 1200 Kms in a month.
  - v. In case, if any vehicle is utilized below 1200 Kms in a month, balance Km. shall be carried forward for next three months and will be adjusted against extra mileage , if any, without any extra cost to DOT.
  - vi. **Quantity:** Estimated number of vehicles is Three (non-AC). However the actual quantity ordered will depend on the requirement from time to time. Purchaser reserves the right to increase or decrease the required quantity

- without any change in the hiring charges of the offered quantity and other terms and conditions.
- vii. **Reporting place:** Any place within the territorial jurisdiction of TERM Cell West Bengal. The user of the vehicle shall specify actual place of reporting.
  - viii. **Notice period:** For regular requirements one day in advance. Telephonic /Verbal intimation shall be considered as notice.
  - ix. **Calculation of distance:** From garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
  - x. **Accuracy of the 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.
  - xi. **Penalties:**
    - a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs.500/= will be imposed on each occasion, in addition to the prorata deduction of rental in the monthly bill.
    - b) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:
      - 1) If vehicle is accepted after delayed reporting, a penalty of Rs.200/= will be imposed for that day.
      - 2) If the vehicle is not accepted, a penalty as per clause a) above will be imposed.
      - 3) In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of Rs.200/= per occasion will be imposed, in addition to the prorata deduction of rental in the monthly bill.
      - 4) Department reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty of Rs.500/= will be imposed on each occasion.
  - xii. **Special requirements:**
    - a) Intending bidder must have a telephone number (Landline & Mobile) where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time. Failure to provide a working mobile connection to the driver will entail a penalty of Rs. 200/- per occasion.
    - b) Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.
    - c) Parking and toll charges, if any, may be claimed by producing the parking/toll slips.
    - d) Any changes in the vehicle/driver should be informed one day before the day of such changes.

### **3 Amendment to tender document:**

- a) At any time, prior to the date of submission of bid, purchaser 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.

- b) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them. A prospective bidder, requiring any clarification on the Bid document shall notify the purchaser or hirer in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

#### **4 Special conditions of contracts:**

- a) In case the Government of India subsequently declares the date fixed for the opening of the bid as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
- b) The liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor, the hiring authority has no responsibility and will not entertain any claim in this regard under the provision of the law.
- c) The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such Laws on regulation shall be deemed to be breach of this contract.
- d) All the vehicles sent for the duty on emergency / temporary basis to run for more than two days should be in a technically (from inside as well as outside) sound condition, failing which the penalty of Rs 3000/- will be imposed on each occasion per vehicle.**
- e) The contractor shall supply the vehicles properly cleaned from outside and **properly cleaned & totally dust free** inside. **Seats of the vehicle should have cover of white towels and towels should be washed weekly.** Also, driver should be properly dressed **& well behaved**. Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of the dept. Engine of the supplied vehicle should be noise-free.
- f) Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned. Supplier will not be allowed more than two changes in a month.**
- g) There should be proper (Design will be given by this office) name-plate in the vehicle. The same should be put in place within seven days from the start of contract period, failing which penalty of Rs 100/- per day will be imposed.**
- h) The contractor should send the vehicle for periodical servicing at the cost of the contractor. Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor's liability.
- i) In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of lease hold vehicles, a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for the such changed vehicles.
- j) Control of the Vehicles:**
  - i. Three vehicles (non-AC) shall be supplied to the O/o TERM Cell West Bengal Unit, accordingly letter of Intent/work order for these vehicles

shall be issued by TERM Cell West Bengal Unit, and other rights & liabilities (during the currency of the contract), as per the agreement to be signed with the successful bidder, will be with TERM Cell West Bengal Unit only for these vehicles

- ii. **Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of TERM Cell for the vehicles under their control. In case of any deficiency, TERM Cell may take action as per terms & conditions of this tender and agreement to be signed, for the vehicles.**
  - iii. **Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by TERM Cell for the vehicles under their control. If decided so, penalties shall also be levied by the TERM Cell for the vehicles under their control.**
  - iv. **TERM Cell West Bengal will have the sole rights & responsibilities with respect to arbitration in case of disputes as per clause 20 of Section-IV, extension of contract as per clause 17 of Section-IV, and custodian of performance security deposit.**
- k) In Case the department is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the department.
  - l) No hike in rate will be allowed if there is a hike in the price of diesel and or spare parts of vehicle during the contract period.
  - m) The purchaser reserves the right to counter offer price against the price quoted by the contractor.
- 5 **Payment terms:** Payment will be made by way of account payee cheque against the submission of monthly bills (in triplicate) with duty slips duly signed by the user(s). Bill shall be prepared as per clause 6 below. The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.
- 6 **Rate of hire charges:**
- a) Rates quoted should be **inclusive of all taxes**.
  - b) **Duty hours** will be calculated on the basis of 'from reporting time' to releasing time on each day by the user.
  - c) **Calculation of distance:** From garage to garage, but chargeable distance in this respect shall not be more than 5 km in each way
  - d) The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered including those during holidays.
  - e) Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.
- 7 The bid of the intending bidders should contain the following documents, as per clause 5 of Section-IV:
- a) One copy of the tender document. Each page must be signed by the proprietor / Authorized Signatory along with the company seal.
  - b) Rate schedule as per Section-VI, duly signed & sealed.
  - c) Duly filled, signed & Stamped Bidder's Profile (Section-III)
  - d) Documentary evidence for all the items at Section-III.
  - e) Receipt of the submitted EMD.
  - f) Duly filled, signed & Stamped Bid Form (Section-II)
  - g) Certificate as per the clause 8 of Section-V

- h) Authorization letter as per clause 9 of Section-XI
- i) Tender Compliance Sheet as per Section-XII

**8** The bidder should give a certificate as given in Section-X that none of his/her near relative is working in DOT. In case of proprietorship firm 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 the directors of the company. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and DOT will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in any tender of DOT. 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) and Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law)

**Signature of the Bidder with Seal**

**Name of the company:**

**Address:**

**Telephone nos:**

**Enclosures as mentioned above.**

**SECTION – VI**  
**RATE SCHEDULE**

To

**The Director**  
**Telecom Enforcement Resource & Monitoring Cell, West Bengal License Service Area,**  
**Department of Telecommunications,**  
**2<sup>nd</sup> Floor, 82-Ballygunj Place,**  
**Kolkata- 700019**

Sub :- Tender for supply of registered commercial vehicles on hire basis vide No. 7-5/TERMWB/2011-12/Tender-II, dated 14.06.2011

We have read and understood the tender for supply of registered commercial vehicles on hire basis vide No. 7-5/TERMWB/2011-12/Tender-II, dated 14.06.2011 and other documents issued by you, we hereby quote the rates (**inclusive of all taxes, i.e. Service Tax is also Inclusive**) as under for supply of registered commercial vehicles on hire basis as detailed below:

S.N.	Items	Rate in Figures	Rate in Words
1	Rate for first 1200 KMs per Month.	Rs..... per Month.	Rupees..... per Month.
2	Rate beyond 1200 KMs	Rs..... per KM	Rupees..... per KM
3	Extra Hours	Rs..... per Hour	Rupees..... per Hour

Note:

1. The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered and period of duty beyond office hours as per clause 6 of Section-V of this tender.
2. Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.
3. Above rates are inclusive of all taxes/duties

Date:

[Signature]  
Seal of the bidder

**SECTION-VII**

**EVALUATION FORMULA:** The following evaluation formula shall be used to determine the lowest bid.

For Ambassador/TATA Indica (Non AC, Diesel driven):

<b>S N</b>	<b>Particulars (A)</b>	<b>Approx. Quantity (B) (per month)</b>	<b>Total (A*B) (Rs./month)</b>
1	Rate for first 1200 Kms per month & 10 Hrs per day, say Rs."P"	1	P
2	Rate beyond first 1200 Kms, say Rs.Q per Kms	300 Kms	300xQ
3	Extra hours Charges, say Rs. H per hour	10 Hours	10xH
<b>Total Evaluated Cost = C2 =</b>			<b>P + 300xQ + 10xH</b>

**Total Cost of Bid:** = 3\* C2 =Rs. \_\_\_\_\_ per month

All responsive & technically qualified bids shall be evaluated based on the total cost of bid as per formula described above.

**SECTION-VIII**  
**AGREEMENT**

The agreement is made on the \_\_\_\_\_ between the President of India (Herein after called the purchaser) acting through its authorized official \_\_\_\_\_ and \_\_\_\_\_ (Herein after called the contractor whose term includes its successor and assignees), whose address is \_\_\_\_\_.

The contractor shall provide commercial vehicles on hire basis for the purchaser for official use on the terms and conditions contained and the rates as mentioned.

Now, these present witnesses and it is hereby agreed and declared by and between the parties these present as followings.

01. The transporters shall during the period of contract that is to say from date of execution of agreement to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned will provide commercial vehicle not older than year 2009 model, on the rate accepted as described as schedule to this agreement. It is agreed by the contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of services by TERM Cell, DOT, West Bengal Units.
02. The contractor shall comply with all the terms and conditions of the Tender No: 7-5/TERMWB/2011-12/Tender-II, dated: 14/06/2011, which are part and parcel of this agreement and forms integral part of this agreement and also the following.
03. The authorized officers of TERM Cell, DOT, West Bengal Units shall place orders (LoI) for their requirement on the official hire order form and will receive acknowledgement from the contractor for supply of vehicles. It is anticipated that the contractor will supply vehicle to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
04. The Contractor will provide vehicles to TERM Cell, DOT, West Bengal Units not older than year 2009 and registered for the commercial purpose only and duty, taxes, Insurance etc. due for such vehicle shall be liability of the contractor.
05. The Contractor shall submit bills to the TERM Cell, DOT, West Bengal Units on monthly basis for release of payment for the vehicles supplied to them respectively.
06. The Driver or the vehicle shall be provided with the duty slips by the Contractor where date, time, Kms reading are to be filled and signed by the users/TERM Cell, DOT, West Bengal Units Officials. On the basis of these duty slips, the bill shall be raised to TERM Cell, DOT, West Bengal Units by the contractor **for the vehicles under their control**.
07. Vehicles shall be supplied by the contractor with following rate (inclusive of all taxes & duties as well as inclusive Service Tax).

Rate of charge per month up to 1200 KM & per day 10 hrs duty in Rs. In figure and words	Rate Per Km in Rs. In figure and words for extra Km run beyond 1200 Km per month	Rate in Rs. Per hour for duty performed beyond 10 hours per day (in figure & in words)

08. Duty hours will be calculated on the basis of the "from reporting time to releasing time" on each day by the user. Distance covered shall be calculated from garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
09. If the Contractor fails to provide the vehicle to TERM Cell, DOT, West Bengal Units and if the service is not found satisfactory enough, the TERM Cell, DOT, West Bengal Unit, , shall have the right to terminate the contract in whole or part **for the vehicles under their control.**
10. In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for the such changed vehicles to **TERM Cell for the vehicles under their control.** – deleted—
11. 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 contractor. TERM Cell, DOT, West Bengal Unit shall have no liability whatsoever.
12. The Tender document No: 7-5/TERMWB/2011-12/Tender-II, dated: 14/06/2011, which is annexed to this agreement, is an integral part of this agreement.
13. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by contractor, TERM Cell, DOT, West Bengal Units will not be liable for any loss, damage, etc. suffered / to be suffered by the Contractor or third party, as the case may be, and the contractor shall bear the sole liability arising out of such disputes.
14. If for any reason the **TERM Cell** is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hiring period, it will be reported to the Contractor on writing by the **TERM Cell**. The Contractor without raising any dispute on such assessment by the **TERM Cell** regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
15. The Contractor shall also be liable for all fines, penalties and traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period.
16. 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 DDG (TERM), West Bengal Unit, 2<sup>nd</sup> Floor, 82-Ballygunj Place, Kolkata-19, Department of Telecommunications, Ministry of Communication & IT, Govt. of India. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.
17. If the contractor institutes any legal proceedings against the purchaser to enforce any of its rights under this agreement it shall be in the legal jurisdiction of the purchaser where the vehicles have been hired and not the place where the contractor has its registered office.

**Section-IX**

**PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of the President of India (hereinafter called the 'Purchaser') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)) from the demand under the terms and conditions of an agreement/Advance Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the purchaser an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by purchaser by reason of any breach by the said Contractor(s) of any of the terms or 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 demure, merely on a demand from the purchaser by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(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 purchaser 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 \_\_\_\_\_.

2. We undertake to pay to the purchaser any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so 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 during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/Department) purchaser certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 15 months (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting 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 or from time to time any of the powers exercisable by the purchaser 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 contractor(s) or for any forbearance, act or omission on the part of the PURCHASER or any indulgence by the PURCHASER to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s)
3. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for

\_\_\_\_\_

(indicate the name of the bank)

....

**Section-X**

**CERTIFICATE**

I.....s/o..... r/o..... hereby certify that none of my relative(s) as defined in the tender document no:    dated:    is/are employed in Department of Telecommunication, Govt. of India, as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, purchaser shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed .....

Name (Caps) .....

Position .....

Date .....

Seal of the bidder.

**Section-XI**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach on \_\_\_\_\_ or before date of bid opening)

To

**The Director  
Telecom Enforcement Resource & Monitoring, West Bengal License Service Area,  
Department of Telecommunications,  
2<sup>nd</sup> Floor, 82-Ballygunj Place,  
Kolkata-700019**

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender no: \_\_\_\_\_ dated: \_\_\_\_\_.

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

**Name:**

**Specimen Signature of the authorized person:**

Signature and date with Seal of bidder

Or

Officer authorized to sign the bid Documents on behalf of the bidder

Note: 1. Maximum of 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.

**Section-XII**

**Tender Compliance Sheet**

SN	Description of the Document to be submitted	As per Clause no	Whether Complied(Yes/No)	Remarks, if any
1	Cost of Tender of Rs.300/ (In the form of DD)	As mentioned in the NIT		
2	Experience Certificate	Clause-1 of Section-V		
3	EMD Deposition (Should accompany with the Tender Document)	Clause-3(a) of Section-IV		
4	Copy of Service Tax registration/PAN	Clause-1 of Section-V and Section-III		
5	Valid trade license or Certificate of incorporation	Clause-1 of Section-V and Section-III		
6	Technical information	Section-III		
7	Declaration	Section-X		
8	Commercial Bid	Section-VI		
9	Copy of tender document each page signed & stamped.	Clause 7 of Section-V and Clause 6 of Section-IV		
10	Bid Form	Section-II		
11	Proof of the ownership or lease holding/power of attorney documents of the vehicles and proof of registration of the vehicles	Section-III		
12	Photocopy of income tax return for latest year	Section-III		
13	Authorization letter, if any	Clause 9 of Section-XI		
14	Any other documents which is not mentioned in this table but are required as per this tender.			

← END OF THE TENDER DOCUMENT →