



Government of India
Ministry of Communications
Department of Telecommunications
Telecom Enforcement, Resource and Monitoring Cell, NE-II
Behind OCB-Telephone Exchange Building, Dimapur-797112

No: TERM/NE-II/Tender/Vehicle/2017-18/9

Dated: 08.09.2017

CORRIGENDUM (Re-tender)

With reference to this office tender no TERM/NE-II/Tender/Vehicle/2017-18/1 dated 09.08.2017 for hiring of one light commercial vehicle, the last date for submission of bid was 04.09.2017, 17:00 Hrs. Since no bid was received therefore competent authority decided for re-tender with same terms and condition with following schedule:

S.No.	Activity Description	Schedule
1	Dates of issue of Bid Document (Web Downloading)	11-09-2017, 9:00 Hrs ,
2	Last date & time for online submission of Bid	03-10-2017, 17:00 Hrs
3	Last date & time for physical submission of DD towards EMD and Tender document fee	05-10-2017, 12:00 Hrs
4	On-line opening of Tender Bids (Technical bids)	05-10-2017, 12:30Hrs
5	Date & time for opening of Financial Bids for technically qualified bidders	Will be intimated later
6	Likely date for commencement of contract	01-11-2017

M. Hanu/Sindhi
08/09/2017

ADG (TERM)

Ph: 03862-237316

Email: adg2termne2.dot-ncl@gov.in

Copy to:

1. Notice Board, O/o CGM, BSNL (North East - II) Circle, Dimapur, Nagaland - 797112.
2. Notice Board, O/o GM (Nagaland SSA), BSNL, Dimapur, Nagaland - 797112
3. Notice Board, O/o DDG (TERM)/North East - II, Behind OCB Telephone Exchange, Dimapur, Nagaland - 797112,
4. M/s Oriental Motors Company Dimapur, Lohmthi colony Dimapur, Nagaland-

GOVT. OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
O/o Deputy Director General (DDG)
Telecom Enforcement, Resource & Monitoring (TERM) Cell, NE-II
Behind OCB Telephone Exchange Building Dimapur, Nagaland-797112
Ph: 03682-237192, Fax: 03862 – 237191, email: ddgtermne2-dot@nic.in

E-TENDER DOCUMENT

FOR

Hiring of Vehicle

for

O/o THE DEPUTY DIRECTOR GENERAL (DDG)
Telecom Enforcement, Resource & Monitoring (TERM) Cell, NE-II

Tender No. : TERM/NE-II/Tender/Vehicle/2017-18/10 Dated 08/09/2017

Not transferable

Price of Bid Document: Rs. 200/-
(Visit us at www.dot.gov.in, <http://eprocure.gov.in/eprocure/app>)

Total No. of the Pages: 28

Contents of Tender Document

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GOVT. OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS

O/o Deputy Director General (DDG)

Telecom Enforcement, Resource & Monitoring (TERM) Cell, NE-II

Behind OCB Telephone Exchange Building Dimapur, Nagaland-797112

Ph: 03682-237192, Fax: 03862 – 237191, email: ddgtermne2-dot@nic.in

TERM/NE-II/Tender/Vehicle/2017-18/10

Dated: 08/09/ 2017

NOTICE INVITING e-TENDER

1. E-Tender 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 Companies/Firms/Agencies for providing services of registered light commercial vehicles on hired basis, for the office of the DDG, Telecom Enforcement Resource & Monitoring Cell (TERM) North East – II, 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 vehicle	Qty	Estimated cost	Cost of Bid Document	Earnest Money Deposit (EMD)
Hiring of light commercial vehicle on monthly basis	Non-AC: Diesel vehicle of manufacturer Bolero (Mahindra)/ Scorpio (Mahindra)/ Qualis (Toyota)/OR equivalent	01 (One)	Rs.550000/-	Rs 200/-	Rs. 13750/-

2. SCHEDULE OF TENDER:

S.No.	Activity Description	Schedule
1	Dates of issue of Bid Document (Web Downloading)	11-09-2017, 9:00 Hrs ,
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3	Last date & time for physical submission of DD towards EMD and Tender document fee	05-10-2017, 12:00 Hrs
4	On-line opening of Tender Bids (Technical bids)	05-10-2017, 12:30Hrs
5	Date & time for opening of Financial Bids for technically qualified bidders	Will be intimated later
6	Validity of tender offer	180 days from the date of Opening
7	Duration of contract	One Year from the date of award of contract. However, the same may be further extended up to one more year on the same terms& conditions.
8	Likely date for commencement of contract	01-10-2017

The tenders shall not be entertained after last date and time under any circumstances whatsoever.

3. Accessibility of Tender Document: Tender document can be obtained by downloading it from the website <http://www.eprocure.gov.in> or www.dot.gov.in.

4. Tender Document Fee & EMD: Demand Draft for an amount of Rs.200/- (Rupees: Two Hundred only) (non-refundable) from Nationalized/ scheduled bank drawn in favour of “**CAO, O/o C.C.A. NE Circle , payable at Shillong**, has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards tender document fee, failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft/ Pay order.

The Bidder has to deposit Earnest Money (EMD) of Rs. **13750/- (Thirteen Thousand seven hundred fifty only)** in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favor of “**CAO, O/o C.C.A. NE Circle, payable at Shillong**, and it has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards EMD failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the TDR (Term Deposit Receipt)/Demand Draft/ Pay order.

The aforesaid TDR/DDs/Pay orders towards cost for Tender document and EMD should be submitted to the tender inviting authority by post in advance or submitted at the time of opening of bids.

The duly filled in tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD).

The TDR/DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

5. Submission of Bids:

Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. Bids have to be submitted online only at website <http://eprocure.gov.in/eprocure/app> under two bid systems i.e.(i) Technical and (ii) Financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only. Tender sent by any other mode will not be accepted.

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,NE-II and Department of Telecommunications in this regard shall be final and binding on all.

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

-S/d-

ADG (TERM)
O/o DDG,TERM NE-II
Behind OCB Telephone Exchange Building
Dimapur, Nagaland 797112
Ph: 03862-237316
Email:adg2termne2.dot-ngl@gov.in

Copy to:

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Section-I
INSTRUCTIONS FOR ONLINE BIDDERS

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>:

The bidders must carefully follow the instructions:

- I. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- II. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- III. Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- IV. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- V. The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
- VI. Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- VII. After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- VIII. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.
- IX. Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- X. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- XI. From my tender folder, he selects the tender to view all the details indicated.
- XII. It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- XIII. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded, through online for the tenders, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

- XIV. Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- XV. The Bidders can update, well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- XVI. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- XVII. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- XVIII. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- XIX. The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- XX. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- XXI. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- XXII. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- XXIII. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- XXIV. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- XXV. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.
- XXVI. All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- XXVII. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- XXVIII. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption

technology is used. Data storage encryption of sensitive fields is done.

- XXIX. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- XXX. Filling all the fields in both qualifying and financial bids is mandatory. Incomplete bid will summararily be rejected at the discretion of the Department.
- XXXI. All the communications from this office to the bidders regarding every stage of tender processing activity will be sent through email registered in CPP by the bidder. Therefore the bidders are requested to regularly check their email.
- XXXII. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send an email to -cppp-nic@nic.in.

SECTION II
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, North East - II, Nagaland - 797112 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, North East - II Nagaland - 797112. 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. 13750/- (in words Rupees Thirteen thousand seven Hundred fifty only) must be deposited by bidders in the form of Demand Draft drawn in favour of “**CAO, O/o C.C.A. NE Circle, payable at Shillong.**”
 - b. EMD of the unsuccessful bidder shall be returned within 4 weeks of expiry of bid validity as per clause 4 of Section-II.
 - 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 180 days after the date of opening of bids.

5. Preparation and Submission of Tender

The tenders have been invited under **two bid systems i.e. Technical Bid and Financial Bid.**

The necessary documents should be uploaded in the <https://eprocure.gov.in/> portal as per the guidelines mentioned in the portal.

Below are the documents to be up loaded by bidder at the time of submitting bid online.

Cover-1: Technical bid (The list of the documents to be uploaded)

- (i) Bidder's Profile (As per Section- IX) and Declarations/Letters as per Section -X to XIII;
- (ii) Bid Form duly filled as per Section-IV
- (iii) Self-Attested copy of Registration of firm/company.
- (iv) Self-Attested copy of Experience certificate issued by Central/State Government/ Public Sector companies for one year or more during the last five years.
- (v) Self-Attested copy of PAN card of firm/company/Proprietor.
- (vi) Self-Attested Copy of the IT return filed for the last financial year 2015-16;
- (vii) Self-Attested Copy of GST (Goods & service Tax) registration certificate;
- (viii) Self-Attested copy of document showing current insurance of the vehicle

- (ix) Self-Attested Copy of Registration Certificate of vehicle.
- (x) Copy of DD of EMD as stipulated vide item 3 above. Scan copy of DD to be uploaded in CPP Portal & Original Copy to be submitted in this office before due date.

- (xi) Copy of DD for the cost of bid document. Scan copy of DD to be uploaded in CPP Portal & Original Copy to be submitted in this office before due date.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.

Cover-2: Financial bid

- (i) The quotation should be filled in the financial bid document downloaded from CPP portal (BOQ xls sheet) and the same should be to be uploaded.

5.1 Technical Bid:

The Technical bid should be submitted in form given in cover-1 documents specified above. Non submission of any of the above documents will result in rejection of the tender.

5.2. Financial Bid:

5.2.1 The Financial Bid should be submitted online in cover-2 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.

5.2.2 The rate to be quoted for vehicle on monthly basis up to 1500 Km use in a month, and the rate for extra per Hour and extra per km running, outstation night halt charges. The price quoted shall be firm and final for the entire period of contract.

5.2.3. Nothing extra will be paid than the quoted service charges during the currency of the contract except adjustment of payment based on fuel price fluctuations as in Point No 8 of the section III However any change in the GST or such statutory taxes will be effected in payment of bills provided submission of proof for such payment to the government.

5.2.4 Terms of payment as stated in the Tender Documents shall be final.

5.2.5 At the time of payment of bills, the income tax and other taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

6. 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), 2nd Floor, Behind OCB Telephone Exchange, Dimapur, Nagaland - 797112.

7. Criteria for Evaluation of Tenders: The evaluation of the tenders will be made first on the basis of documents submitted as mentioned in Technical Bid and then on the basis of Financial Bid. The Financial bid of all the Technically Qualified Bidders 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 Financial Bid document (BOQ xls sheet).
- d) Bids shall be evaluated based on the evaluation formula described at Section-VI.

8. Right of Acceptance:

- a) The DDG (TERM) TERM Cell North East - II 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 North East – II 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.

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

10. Security Deposit:

10.1 The successful bidder will have to deposit a Performance Security (Security Deposit) within 14 days from the date of issue of LOI **Rs 55000 (Rupees fifty Five Thousand only)** , in the form of Demand Draft / Term Deposit Receipt drawn in favour of **“CAO, O/o C.C.A. NE Circle, payable at Shillong** or a Fixed deposit Receipt / Bank Guarantee (As per section VIII of tender document) from a Nationalized bank for the amount valid for the period extending at least six months beyond the date of completion of the contract.

10.2 The Fixed deposit Receipt / Bank Guarantee / demand draft / Term Deposit Receipt can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/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 Fixed deposit Receipt/Bank Guarantee/demand draft / Term Deposit Receipt as may be considered by this office, 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..

10.3 The Security Deposit will be refunded on successful completion of the contract. No interest is payable on the Security Deposit.

11. 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.

12. 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

13. 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.

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

15. 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 & specific 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.

16. 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-VII. Final format of agreement shall be issued by TERM Cell North East - II, 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.

17. 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), North East - II Dimapur - 797112, Department of Telecommunication, Ministry of Communication, 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 Nagaland 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.

18. **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.

19. **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 (Tender Specific Terms & Conditions)

- 1 **Eligibility:** Documentary evidence for the under mentioned items should be submitted along with the bid:
 - i. The bidder should own or on lease vehicle of model not older than year 2012, vehicle registered as commercial vehicle in his name or firm's name for use as commercial vehicle. 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 2012. Compulsory Inspection, of the condition of the vehicle 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 vehicle, 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 vehicle, 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 one year within the period of last five years.
 - v. The bidder must have registration for GST (Goods & Service Tax)
- 2 **Services to be provided:**
 - i. Provision of commercial vehicle with licensed driver, registered Commercial vehicle on Hiring basis for running in North East - II States.
 - 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) North East - II. 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 1500 Kms in a month.
 - v. In case, if any vehicle is utilized below 1500 Kms in a month, balance Km. shall be carried forward for next two months and will be adjusted against extra mileage , if any, without any extra cost to DOT.
 - vi. **Quantity:** Estimated number of vehicle is one (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 North East - II. 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.
- e) Successful Bidder must submit valid pollution under control certificate and valid fitness certificate & other relevant documents related to vehicle provided to TERM Cell NE-II.

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. One vehicle shall be supplied to the O/o TERM Cell North East - II, accordingly letter of Intent/work order for this vehicle shall be issued by TERM Cell North East - II 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 North East -II only for this vehicle
 - ii. **Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of TERM Cell NE-II for the vehicle under their control. In case of any deficiency, TERM Cell NE-II may take action as per terms & conditions of this tender and agreement to be signed, for the vehicle.**
 - 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 NE-II for the vehicle under his control. If decided so, penalties shall also be levied by the TERM Cell NE-II for the vehicle under his control.**
 - iv. **TERM Cell NE - II will have the sole rights & responsibilities with respect to arbitration in case of disputes as per clause 17 of Section-II, extension of contract as per clause 14 of Section-II, 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) 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 and duties. GST will be paid extra as per prevailing rates.**
- 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. Prices

7.1 The rates should be quoted on monthly basis. The rate for monthly hire (for 1500 KM) and the rate for extra per Hour and extra per km running, outstation night halt charges and other charges are to be indicated in the relevant columns of the financial bid.

7.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

8 Price Revision:

8.1 No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above (+ or -)10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

Increase or decrease in Petrol/Diesel during the month =

$$\frac{\text{Actual KMs run by the vehicle X (Revised rate per litre - Base rate per litre)}}{\text{Average KM per liter of Diesel or Petrol consumption (KMPL)}}$$

(Note:-The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of contract. The Average KMPL is to be assumed as **10 KMs in case of in Petrol vehicle & 12 KMs in case of Diesel vehicle**. If there is decrease in Fuel Price, formula will indicate negative figure which means the hire charges would be reduced to that extent).

8.2 The review for change in hire charges due to change in fuel rates shall be effected at the end of quarter, irrespective of start of contract i.e. on 30th June, 30th Sept, 31st December and 31st March. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract, which would be set out on the agreement, to be executed on award of the service.

8.3 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

9. 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 IV
BID FORM**

Dated: __/__/2017

To

**The DDG (TERM),
North East - II Unit, 2nd Floor,
Behind OCB Telephone Exchange,
Dimapur, Nagaland - 797112**

Ref: tender no: TERM/NE-II/Tender/Vehicle/201718/1 Dated: -08-2017

Sir,

1. Having read the terms & conditions of the above-mentioned tender and services to be provided, including addenda No.....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 as uploaded in CPP portal under Financial Bid part.
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 submit DD or 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 180 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. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2017.

**Signature of _____
In capacity of _____**

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

SECTION – V
FINANCIAL BID

Service: Providing hired vehicle for the office of DDG, TERM, NE-II

1. Name of the Bidder:
2. Service Charges: - The Tenderer shall be required to download BOQ sheet from cover-2 of this tender from CPP portal and quote only service charges in figures for the item no 1.01 to 1.04 which are highlighted in light blue color and the same is to be uploaded.

Notes:-

1. **Conditional bid shall not be considered and will be rejected out right**
2. L-1 Bidder will be decided based on evaluation formula as mentioned in section VI of the tender document.
3. Rate for each item (1.01 to 1.04) needs to be filled in column (D). Leaving blank for any item is **NOT** permitted in the financial bid form, in such cases the bid will be treated as non responsive and will be summarily rejected.

Below is the format of the financial bid (BOQ.xls sheet):

Sl. No.	Item Description	Quantity (for evaluation only and actual may vary)	RATE In Figures To be entered by the Bidder Rs.	TOTAL AMOUNT IN FIGURES (C) x (D) (E)	TOTAL AMOUNT In Words (F)
(A)	(B)	(C)	(D)	(E)	(F)
1	Providing hired vehicle for the office of DDG ,TERM NE-II, Dimapur				
1.01	Monthly Rate (1500 Km per month, 10 hrs a day)	1	To be filled only in softcopy of BOQ xls sheet	Auto filled	Auto filled
1.02	Charges for extra Kilometers, (over 1500 Km per month) in Rs. Per Km	1	To be filled only in softcopy of BOQ xls sheet	Auto filled	Auto filled
1.03	Charges for extra hours (over and above 10 hrs duty per day) in Rs. Per hour	1	To be filled only in softcopy of BOQ xls sheet	Auto filled	Auto filled
1.04	Outstation night halt charges in Rs. per Halt	1	To be filled only in softcopy of BOQ xls sheet	Auto filled	Auto filled
Total in Figures				Auto filled	Auto filled
Quoted Rate in Words		Auto filled			

1. Terms and conditioned mentioned in this tender (TERM/NE-II/Tender/Vehicle/2017-18/1 Dated: -08-2017) are applicable.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.
3. The above rates required to be inclusive of statutory taxes as may be applicable (Except **GST** (Goods & Service Tax).

• Name:
• Date:
• Place:

• Signature of authorized person
• Seal:

Date:

Seal of the bidder

Signature & Seal of the Bidder

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SECTION-VI

EVALUATION FORMULA: The following evaluation formula shall be used to determine the lowest bid. i.e. (L1)

S N	Particulars (A)	Approx. Quantity (B) (per month)	Total (A*B) (Rs./month)
1	Rate for first 1500 Kms per month & 10 Hrs per day, say Rs."P"	1	P
2	Rate beyond first 1500 Kms, say Rs.Q per Kms	300 Kms	300xQ
3	Extra hours Charges, say Rs. H per hour	10 Hours	10xH
4	Outstation Night halt Charges Say Rs R per Halt	2 Night halt	2xR
Total Evaluated Cost = C2 =			P + 300xQ +10xH+2xR

All responsive & technically qualified bids shall be evaluated based on the total evaluated cost C2 of bid as per formula described above.

SECTION-VII
AGREEMENT

The agreement is made on the _____ between the DDG TERM NE-II Dimapur (Herein after called the purchaser) 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 Contractor shall during the period of contract that is to say from ----- to _____ or until this contract is determined by such notice as herein after mentioned will provide commercial vehicle not older than year 2012 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, North East - II .
02. The contractor shall comply with all the terms and conditions of the Tender No: TERM/NE-II/Tender/Vehicle/2017-18/1 Dated: -08-2017, which are part and parcel of this agreement and forms integral part of this agreement and also the following.
03. The Contractor will provide vehicles to TERM Cell, DOT, North East - II not older than year 2012 and registered for the commercial purpose only and duty, taxes; Insurance etc. due for such vehicle shall be liability of the contractor.
04. The Contractor shall submit bills to the TERM Cell, DOT, North East - II on monthly basis for release of payment for the vehicles supplied to them respectively.
05. 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, North East - II Officials. On the basis of these duty slips, the bill shall be raised to TERM Cell, DOT, North East - II by the contractor **for the vehicles under their control.**
06. Vehicles shall be supplied by the contractor with following rate

Sl. No.	Item Description	RATE Rs.
1	Monthly Rate (1500 Km per month, 10 hrs a day)	
2	Charges for extra Kilometers, (over 1500 Km per month) in Rs. Per Km	
3	Charges for extra hours (over and above 10 hrs duty per day) in Rs. Per hour	
4	Outstation night halt charges in Rs. per Halt	

All the rates are inclusive of all taxes, levies, duties and cess etc., except GST (Goods & Service Tax).

The fuel price as on this date which are given below are the base fuel prices to calculate increase or decrease in the fuel price and adjusting the monthly rate.

Petrol price: Rs _____ per Ltr ; Deisel price Rs: _____ per ltr.

07. Whereas the necessary security deposit have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.
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, North East - II and if the service is not found satisfactory enough, the TERM Cell, DOT, North East - II Unit, , shall have the right to terminate the contract in whole or part **for the vehicles under their control.**
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 contractor. TERM Cell, DOT, North East - II shall have no liability whatsoever.
11. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by contractor, TERM Cell, DOT, North East - II Unit 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.
12. 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.
13. 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.
14. 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), North East - II 2nd Floor, Behind OCB Telephone Exchange, Dimapur, Nagaland - 797112, Department of Telecommunications, Ministry of Communication, Govt. of India. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.
15. 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.

In witness whereof the parties present have here into set their respective hands and seals the day, year
in.....

Above written:

()
Signature on behalf of DDG
TERM NE-II, Dimapur

()
Signature on behalf of Contractor

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of

Witness 1:
Signature:
Name:

Witness 1:
Signature:
Name:

Witness 2:
Signature:
Name:

Witness 2:
Signature:
Name:

Section-VIII
PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the DDG, TERM, NE-II Dimapur (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 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 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 _____.
3. 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 18 months 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)
7. 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 IX
BIDDER'S PROFILE**

1	Name of Tendering Company/ Firm / Agency (Attach certificate of registration) Type of Firm i.e. Proprietorship /Partnership or company registered under company Act 1956	
2	Type of firm i.e. Proprietorship / partnership or company registered under company act 1956 (Attach Self Attested copy)	
3	Name of proprietor / Director of Company/Firm/agency	
4	Full Address of Reg. Office with Telephone No., FAX No. & E-Mail	
5	Full address of Operating/Branch Office with Telephone No., FAX No. & E-Mail	
6	PAN / GIR/TAN No (Attach Self Attested copy)	
7	GST(Goods & Service Tax) Registration No. (Attach Self Attested copy)	

8. Self-Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in supplying of vehicle to Central/State Government/ Public Sector companies for one year or more during the last five years. The summary of that can be tabulated in the given format in chronological order

SN	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. lakhs)	Experience certificate for the period	
			From	To
1				
2				

(If the space provided is insufficient, a separate sheet may be attached)

9. Additional information, if any (Attach separate sheet, if required)

- Name:
- Date:
- Place:

- Signature of authorized person
- Seal

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 ADG

**Telecom Enforcement Resource & Monitoring, North East - II License Service Area,
Department of Telecommunications,
2nd Floor, Behind OCB Telephone Exchange, Dimapur,
Nagaland-797112**

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

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT

I / We Proprietor/ Partner(s)/ Director(s) of M/S.....
.....hereby declare that the firm/company namely M/S.....
.....has not been blacklisted or debarred in the past by DOT or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S.....
.....hereby declare that the firm/company namely M/S.....
.....was blacklisted or debarred by DOT, or any other Government Department from taking part in Government tenders for a period of -----years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o DDG, TERM, NE-II, and EMD/SD shall be forfeited.

In addition to the above, O/o DDG, TERM, NE-II, will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Date:

Seal of the firm should be

Name -----

Affixed.

Capacity in which as signed:

Name & address of the firm:

Section-XIII
DECLARATION

FOR NON-TAMEPRING OF DOWNLOADED TENDER DOCUMENT FROM WEB SITE

"I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <https://eprocure.gov.in> and no addition / deletion / correction has been made in the downloaded document. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD.

Place:

Signature of tenderer/Authorized Signatory

Date:

Name of the Tenderer

Seal of the Tenderer

Section-XIV

CHECK LIST FOR BIDDERS

SN	Documents				Upload status
1	Cost of Tender documents*	DD No.	Amt.	Date	
2	EMD *	DD No.	Amt.	Date	
3	Bidder profile (Section-IX) filled and uploaded				
4	Declaration on Black listing/non-black listing (Section-XII) filled and uploaded.				
5	Declaration on no-near relative (Annexure-X) filled and uploaded				
6	Declaration on non-tampering of downloaded tender document (Annexure-XIII) filled and uploaded.				
7	Bid Form (Section-IV) filled & uploaded				
8	Letter of authorization for attending tender opening (Annexure-XI) filled and uploaded.				
9	Self-Attested copy of Firm/company registration document.				
10	Self-Attested copy Registration certificate of the vehicle.				
11	Self-Attested copy of the current insurance document				
12	Self-Attested copy of PAN card of firm/company/Proprietor.				
13	Self-Attested copy of Experience certificate issued by Central/State Government/ Public Sector companies for one year or more during the last five years.				
14	Self-Attested copy of GST registration certificate of firm/company				
15	Self-Attested copy Latest income tax return of firm/company				
16	Financial bid document (BOQ xls sheet) filled and uploaded				

*Scanned copy of DD/TDR/Banker's Cheque has to be uploaded.

_____ *End of the document* _____