



Government of India
Ministry of Communications
Department of Telecommunications
Telecom Enforcement, Resource & Monitoring Cell, Jharkhand
Second Floor, ARTTC Building, Near Jumar River, H. B. Road,
Ranchi - 835217 (Jharkhand)

TENDER DOCUMENT

**Name of work: Providing services of hired commercial vehicle to the
TERM Cell, Jharkhand.**

**NIT No: TERM/JKD/Tender/Vehicle/2017-18 dated December
15, 2017**

Tender fee: ₹ 500/-

(Visit us at www.dot.gov.in)


15/12/17
Director (C)
Telecom Enforcement Resource & Monitoring Cell
Deptt. of Telecommunications
ARTTC Building, H.B. Road,
Ranchi-835217 (Jharkhand)

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NOTICE INVITING e-TENDER

NIT No.: TERM/JKD/Tender/Vehicle/2017-18 dated December 15, 2017

e-Tenders on behalf of President of India are invited from reputed, experienced, and financially sound companies / firms / agencies / individuals satisfying following eligibility criterions –

1. the vehicle company / firm / agency should be registered with the appropriate registration authorities;
2. the bidder company / firm / agency should have at least three years' experience during the last five years in providing vehicles to public sector companies / banks / government departments / reputed private organisations; and
3. the bidder should be registered with Income Tax and GST authorities (if assessed to relevant tax)

for **“providing services of hired commercial vehicle to the TERM Cell, Jharkhand”**
as per details given below:

- Estimated cost: ₹ 17,70,000/-
- Tender fee: ₹ 500/- (Non-refundable); Payable to: AO (Cash) O/o CCA, Jharkhand Circle; Payable at: Ranchi.
- Earnest money deposit: ₹ 44,250/-; Payable to: AO (Cash) O/o CCA, Jharkhand Circle; Payable at: Ranchi.
- Tender validity: 90 days from the date of bid opening.
- Area of contract: Jharkhand.
- Critical dates:


Published date	15/12/2017		
Document download / Sale start date	15/12/2017	Document download / Sale end date	08/01/2018 up to 03:00 PM
Clarification start date	18/12/2017	Clarification end date	05/01/2018 up to 04:00 PM
Bid Submission start date	18/12/2017	Bid submission closing date	08/01/2018 up to 03:00 PM
Pre-bid meeting date	03/01/2018 at 03:00 PM		
Bid opening date	09/01/2018 at 03:00 PM		

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1. **Period of Contract:** One year from the date of commencement of work which may be further extended by one year on the same rates, terms and conditions.
2. Tender documents can be downloaded from the CPP portal <https://eprocure.gov.in/eprocure/app> or from DoT website <http://www.dot.gov.in>. There will not be any physical sale of tender documents.
3. **Pre-bid meeting:** Pre-bid meeting will be held at scheduled time at Room No. C-305, Second Floor, ARTTC Building, Near Jumar River, H. B. Road, Ranchi – 835217, which the prospective bidders may attend for any clarification regarding the tender.
4. **Payment:** Original Demand Drafts towards tender fee and earnest money deposit (EMD) shall be submitted to **Director (C), TERM Cell, Jharkhand, Room No. C-305, Second Floor, ARTTC Building, Near Jumar River, H. B. Road, Ranchi – 835217 within the bid submission date and time for the tender. The tender of bidders whose payment is not received within the bid submission date and time will not be opened.**

Note: It may be ensured that the DD of tender fee and DD of earnest money deposit should bear the date after the date of NIT and there should be separate DDs for tender fee and earnest money deposit.

5. Bids shall be submitted online only at CPP portal <https://eprocure.gov.in/eprocure/app>. The bidder(s) must carefully follow "Instructions for e-Submission of Bids Online".
6. The DDG (TERM), TERM Cell, Jharkhand reserves the right to reject any or all tenders without assigning any reasons whatsoever.


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Director (C), TERM Cell, Jharkhand
 Email: dirtermjh-dot@nic.in
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INSTRUCTIONS FOR e-SUBMISSION OF BIDS ONLINE

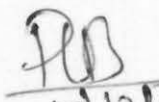
The special instructions to the contractors/bidders for the e-submission of bids online through the eProcurement portal are available at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow these instructions, which are reproduced below. For latest instructions, please visit the eProcurement portal:

1. Bidder should do online enrolment in eProcurement portal using the option "Click here to Enroll" in the home page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra / GNFC / IDRBT / MTNLTrustline / SafeScript / TCS.
2. Bidder then logs into the portal giving user ID/ password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under *My Documents* option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected that tender. Bidders are allowed to enter the bidder name and values only.
8. If there are any clarifications, this may be obtained online through the eProcurement portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in pdf/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the memory available at the client system as well as the network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are


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suggested to scan the documents in 75 - 100 DPI so that clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

14. It is important to note that, **the bidder has to click of the Freeze Bid Button, to ensure that he / she completes the bid submission process. Bids which are not frozen are considered as incomplete / invalid bids and are not considered for evaluation purposes.**
15. In case of offline payments, the details of the earnest money deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be same otherwise the tender will be summarily rejected.
16. The *Tender Inviting Authority (TIA)* will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only through the eProcurement portal. Offline documents will not be handled by this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender portal, will be valid for all actions of requesting bid submission, bid opening etc., in the eProcurement portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (*as per Server System Clock*).


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SECTION-I**GENERAL CONDITIONS & INSTRUCTIONS**

1. The bidder must read carefully all the terms, conditions and specifications before filling up the tender schedule and financial bid.
2. In respect of the matters pertaining to this contract, bidder shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by bidder himself or by his legal representative at Ranchi only.
3. The bidder shall be bound by all terms, conditions and specifications as detailed in this tender document.
4. Mere submission of bid does not guarantee the award of work.
5. It is implied that the bidder has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses *shall not* be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
6. The bidder acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the bidder performing more or less work than that originally anticipated.
7. The bidders who are confident of executing the contract in time by employing the required resources, men and materials should only participate in this tender. Any bidder participating in this tender should make sure that he will be able to carry out the work in the contract.
8. The tender schedule shall be read in conjunction with General Conditions and Instructions (Section-I), Special Terms and Conditions (Section-II), Specifications (Section-III) and Conditions of Contract (Section-IV). The bidder shall be deemed to have carefully examined all these documents. It is further understood and agreed that the bidder by careful examination satisfied him with the terms and conditions of the tender document.
9. The number of vehicles will depend on the actual requirement which may normally vary by ± 1 vehicle. However, in exceptional circumstances, it may vary to any number.
10. The bidders shall fully & strictly adhere to the departmental norms and labour laws.
11. The bidders should be registered with appropriate authorities.
12. Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.


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13. No person is permitted to bid for tender whose relative(s) is (are) working in TERM Cell, Jharkhand or O/o CCA, DoT, Jharkhand. The bidder thus should give declaration in prescribed form (Section-IX). Near relative for this purpose is also defined in that form.
14. The bidder shall quote the rate in English or Hindi only, both in words and figures only in the manner as specified for every mentioned item separately. The rates quoted in words will have precedence over the rates quoted in figures.
15. All corrections, additions and alterations in the entries and tender papers will be signed in full by the bidder with date. No errors or overwriting shall be permissible unless signed by the bidder with date.
16. The tender shall contain the name, address of residence and place of business of bidder and shall be signed by the bidder with his usual signature. Partnership firms shall furnish full names and addresses, in case of the authorised representative, a duly certified copy of the power of attorney, signs it in that behalf shall accompany the tender. In case of the partnership firm, attested true copy of the partnership deed must be submitted along with the tender. Similarly, in case of company the attested copy of Memorandum of Article & Association and Certificate of Incorporation issued from Registrar of Companies must be submitted.
17. The bidder shall certify and sign on each and every page of tender document at the bottom left hand corner and also will sign wherever required in the tender document as his acceptance of each term and conditions of the contract. *All signatures in the tender document shall be dated.*
18. Tender fee and earnest money deposit shall be paid by demand draft drawn on any nationalized or scheduled bank drawn in favour of the AO (Cash), O/o CCA, Jharkhand Circle, payable at Ranchi as mentioned in the NIT. Tender fee and earnest money deposit in cash or in the form of cheque or in any other form will not be accepted.
19. Interest shall **not** be payable on the earnest money deposit.
20. The earnest money deposit of the successful bidder will be adjusted towards security deposit and of the unsuccessful bidder will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.

21. **DOCUMENTS TO BE UPLOADED ALONG WITH TENDER**

The following documents must be uploaded by the bidder with technical bid -

- (a) Scan copy of tender document(s), duly filled in and signed (with date) by bidder or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- (b) Scan copies of demand drafts towards tender fee and EMD.
- (c) Form for tender details as per Section -VII.
- (d) Form for bidder's details as per Section-VIII along with statement of vehicles owned by the bidder as per Annexure - A.
- (e) Declaration of near relatives in TERM Cell, Jharkhand or O/o CCA, DoT, Jharkhand as

per Section-IX.

- (f) Self-attested copy of registration of contracting firm/ agency/ company issued by appropriate authority.
- (g) Self-attested Copy of PAN/GIR Card.
- (h) Self-attested copy of GST registration certificate issued by competent authority, if applicable (In case bidder has turnover of less than 20 lakh, a certificate to this effect is to be uploaded by the bidder).
- (i) Self-attested copy of EPF registration certificate issued by competent authority.
- (j) Self-attested copy of ESI registration certificate issued by competent authority.
- (k) Self-attested copy of experience certificate of similar work for at least three years during the last five years in providing manpower to public sector companies / banks / government departments / reputed private organisations.
- (l) Scan copy of "Power of Attorney" in case person other than the bidder has signed the tender documents.

22. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders -

- (a) If the requisite earnest money deposit in the manner does not support the tender provided therein.
 - (b) If the tender is not duly signed, or not found proper or complete to the satisfaction of DoT in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the bidder(s).
 - (c) If the bidder seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
 - (d) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- without assigning any reason thereof.

23. The tender submitted by bidder will remain valid for acceptance for a period of 90 days from the date of bid opening. Bidder shall not be entitled during this period of 90 days, without the consent in writing of DoT to revoke or cancel his tender or to vary the tender submitted or in term thereof.

The technical or qualifying bid of the bidders will be opened on the date and time specified in the NIT and evaluated. The financial bid of the tenders qualified on the basis of technical bid will be opened on a specified date and time to be communicated later. The date, time and venue of opening of financial bid will be intimated to technically qualified bidders only.

The evaluation of the financial bid will be done on the basis of rates quoted in BoQ. **Bidder whose gross rate per month is lowest will be considered L-1.**

The DoT shall communicate the acceptance of tender to the successful bidder(s).

24. Tender will be accepted and contract will be finalized only with those of the bidder(s), who in the opinion of DoT shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

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25. The DoT reserves the right to award the contract or part thereof to one or more bidders whose rate may not necessarily be the lowest. The decision of DDG (TERM), TERM Cell, Jharkhand in this regard shall be final and binding.

26. **SIGNING OF THE CONTRACT AGREEMENT**

The successful bidder shall be required to execute an agreement **within ten working days** of being called upon on a non-judicial stamp paper of ₹ 100/- (One hundred only) at his own cost and in the form annexed hereto to the effect that the bidder and DoT are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

27. The DoT reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of DoT under this clause shall not construe the breach of contract.

28. **FORFEITURE OF EARNEST MONEY DEPOSIT**

If any tender is withdrawn by the bidder before the expiry of validity or after the acceptance of the tender, the earnest money deposit of the bidder will be forfeited.

Also, in the event of failure of the bidder to execute the agreement or failure to remit the required security deposit within ten days of being called upon to do so, the amount of EMD shall stand forfeited. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of DoT which will not amount to imposing of penalty.

29. Any clarifications on details of the contract can be obtained from Director, O/o DDG (TERM), TERM Cell, Jharkhand, before the date specified in NIT.

30. Any attempt to negotiate directly or indirectly by bidders with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavors to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the bidder will be taken by the competent authority.

31. No Gazetted officer employed in DoT is allowed to work as a contractor for a period of two years from his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit, bid security deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the DoT for his illegal act.

32. DoT assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.

33. No communication from the bidder in the form of any clarification or information / document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the DoT.


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34. DoT reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from bidders to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
35. The DoT is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
36. The tender form and document shall be non-transferable.
37. These instructions to the bidder shall be deemed to form part of the agreement / contract for the work.
38. The tender will be in force for a period of **ONE** year commencing from the date of execution of agreement at same rates, terms & conditions. The DDG (TERM), TERM Cell, Jharkhand may also extend the period of contract for a further period of one year from the date of its expiry on the same rates, terms and conditions which shall be binding on the contractor. In case of extension of contract period, performance security deposit, if submitted originally in the form of bank guarantee, will have to be renewed to comply with Clause – 28.2 of Conditions of Contract (Section-IV).
39. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.


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SECTION - II

SPECIAL TERMS AND CONDITIONS

1. The vehicle company / firm / agency should be registered with the appropriate registration authorities.
2. The bidder company / firm / agency should have at least three years' experience during the last five years in providing vehicles to public sector companies / banks / government departments / reputed private organisations.
3. The bidder should be registered with Income Tax and GST authorities (if assessed to relevant tax).
4. The bidder signing the tender should specify clearly whether he is signing as -
 - (i) Sole Proprietor
 - (ii) Partner
 - (iii) Under the power of attorney or
 - (iv) Director /Manager/Secretary etc.as the case may be. Copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.
5. Correction in the tender, if any should be initialed, with date otherwise the tender will be rejected at the time of opening.
6. Quantum of work may increase / decrease.
7. The submission of more than one tender under different names is prohibited.
8. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
9. DDG (TERM), TERM Cell, Jharkhand does not bind himself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) The right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.
10. Acceptance of the tender will be communicated by an Acceptance Note or Letter of Intent.
11. Rate for providing services of hired commercial vehicle to the Telecom Enforcement, Resource & Monitoring (TERM) Cell, Jharkhand should be quoted clearly in the Financial Bid (BoQ) and uploaded online. The rate quoted should be exclusive of GST. GST will be paid extra as applicable.
12. The drivers engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the DoT.
13. The successful contractor will be required to pay at least minimum wages to the drivers deployed for the purpose as prescribed under the Minimum Wages Act, 1948 and its


Director (C)
Telecom Enforcement, Resource & Monitoring Cell
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subsequent amendments. The contractor will maintain proper record as required under the Law / Acts.

14. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to drivers or any other person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any vehicle/manpower deployed by contractor or any third party in the course of their performing the functions/duties, or for payment towards any compensation.
15. The drivers deployed by the contractor for performing duties shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular, or confirmed employees of this office during the currency or after expiry of the contract. In case of termination of the contract also, the person deployed by the contractor shall not be entitled to or/and will not have any claim for absorption or relaxation for absorption in the regular/otherwise capacity in the TERM cell, Jharkhand. Contractor should make it known the above to the manpower of the contractor.
16. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor/agency and any breach of such laws or regulations shall be deemed to be breach of this contract.
17. The DDG (TERM), TERM Cell, DoT, Jharkhand, reserves right to withdraw/relax any of the terms and conditions of this bid document in case of justified needs.


 Director (C)
 Telecom Enforcement Resource & Monitoring Cell
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SECTION – III

SPECIFICATIONS

1. Service

Provision of registered commercial vehicles with licensed drivers, on hiring basis for running normally in Jharkhand state. The essence of the contract is to provide prompt, punctual, efficient, safe, courteous and quality service. The vehicle should be properly insured as per rules of the transport department of the Government of Jharkhand.

2. Period of Contract

Under normal circumstances the contract shall be valid for a period of one year from the date of signing the agreement. However contract may be extended for a further period up to one year if agreed by the contractor and DDG (TERM), Jharkhand on the same rate, terms and conditions.

3. Quantity

Estimated number of vehicles to be hired on monthly basis is five - three non-AC and two AC vehicles. Also provision for spot hiring on need basis is included.

4. Duty Hours

Ten hours per day on all days of the month including holidays. However actual duty hours shall be specified by actual users of the vehicles. Duty time commences from the time of reporting at reporting place.

The contractor will provide services of hired vehicles on all days of a month including weekends or Gazetted holidays also without any extra charge.

For spot hiring, intimation for providing vehicle will be given one day in advance.

5. Notice Period

- i. For regular requirements one day in advance.
- ii. Telephonic intimation shall be considered as notice.

6. Reporting Place

Any place within the jurisdiction of TERM Cell, Jharkhand. Actual place of reporting shall be specified by users of the vehicles.

7. Counting of Distance

From garage to garage but chargeable distance from garage to the reporting place and vice-versa shall be on actual basis or 5 km, whichever is less, in each way. Log book should be filled taking care of this respect.

8. Accuracy of Meters

The meter reading should tally the actual distance of run at any instant and authorized officer shall have full powers to check up the meter for its correctness and to take action accordingly. In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or


 Director (C)
 Telecom Enforcement, Resource & Monitoring Cell
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vehicle should be replaced till the meter is rectified. The controlling/authorized officer shall have full powers to check up the meter and to take action to recover the actual loss to TERM Jharkhand besides any other penal action as decided by DDG (TERM), Jharkhand which may even lead to termination of Contract.

9. Penalties

- i. In case of break down, vehicle have to be replaced by other vehicle immediately or in not more than one hour. In case of non-availability of suitable vehicle a penalty up to ₹ 200/- may be imposed in addition to deduction or pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of ₹ 300/- per break down beyond three times shall be imposed.
- ii. In case of non-availability of vehicle for any particular day, penalty of ₹ 300/- per day shall be imposed in addition to deduction of hiring charges at pro-rata basis for the period.
- iii. In case of non-availability of vehicle during extra hours, penalty of ₹ 200/- for absence during extra Hour per occasion and ₹ 75/- per hour of absence for temporary absence during duty hours without valid permission shall be imposed.
- iv. No payment will be made for vehicles supplied by the contractor older than 2014 model.

10. Miscellaneous Conditions

- i. **Telephones** – Telephone number, where requisition of vehicles can be conveyed all the 24 hour must be specified in the bid. All vehicles driver are also required to have a mobile connection at their own cost or at the cost to be borne by the contractor.
- ii. **Driving License** - Drivers should have a valid driving license.
- iii. **Documents of vehicles** - The self attested photo copy of R/C Book and the insurance policy of vehicles supplied under this contract should be submitted to the user officer and will be subject to scrutiny.
- iv. **Uniforms** - provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
- v. **Statutory Requirements** - It is desirable to have EPF/ESI registration. However, if the contractor does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.
- vi. **Govt. Tax / Levy / Duty** other than GST for plying the vehicles in Jharkhand will be borne by the Contractor.
- vii. **Parking / Toll Charges**, if any, may be claimed by producing valid parking / toll slips.
- viii. **Drivers:** Attested copy of driving license should be submitted during the contractual period.
- ix. **Consumables** like fuel, lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the contractor's liability.
- x. **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials travelling.
- xi. **Log book:** The contractor should ensure at the end of duty, the log book is completed and signed by the users.
- xii. **Vehicles Up-keep** shall be in good condition along with good and clean seat covers & curtains. Vehicles so hired may be inspected by TERM cell, Jharkhand officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.


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11. Special Requirement

- i. No vehicle should be supplied having registration in the name of employees or their near relatives in office of DDG (TERM) and/or office of CCA Department of Telecommunications Jharkhand and a certificate to this effect be given on the body of bill while submitting claim.
- ii. No sub-contracting of the service allotted is permissible by TERM cell, Jharkhand. The near relatives of the office of DDG (TERM)/CCA either directly recruited or on deputation are prohibited from participation in this tender.
- iii. Payment of any government tax or duty for plying the vehicles in Jharkhand state will be liability of contractor.
- iv. Parking and toll taxes, if any, may be claimed by producing valid parking/toll slips.
- v. If any vehicle is used for less than 1000 km during any particular month, the shortage in travel will be suitably adjusted in the next three months for each of the vehicle individually.
- vi. The bills shall be paid on monthly basis upon production of copy of log book duly signed by the user officer. The bill shall contain certificate by the contractor regarding near relative as stated above and by user regarding total running of vehicle, extra duty hours, period of absence, if any etc.
- vii. The tampering of meter reading, vehicle usage timings, overwriting of summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- viii. The contractor shall not engage any person below 18 years of age.
- ix. In no case a vehicle which is not registered for the commercial purpose shall be supplied to this office and taxes, insurances, road tax etc. due to such vehicles shall be liability of the contractor/agency.

12. TERM Cell, Jharkhand will

- (i) **take no** liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or order of the government in this regard and the contractor shall indemnify TERM Cell, Jharkhand against any/all claims which may arise under the provisions of various Acts, government orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) **take no** direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to TERM Cell, Jharkhand have to be suitably compensated by contractor.
- (iii) **not** be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) **not** be held responsible fully or partially for any dispute that may arise between the contractor and his workers. Contractor shall be the employer for his workers.


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SECTION-IV**CONDITIONS OF CONTRACT****1. DEFINITIONS**

1.1 The *Contract* means the documents forming the tender and acceptance thereof and the formal agreement executed between Department of Telecommunications and the contractor together with the documents referred to therein including *Tender Notice, General Instructions, General Conditions, Conditions of Contract, Additional Conditions, Tender Schedule*, instructions issued from time to time by the Competent Telecom Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

1.2 In the *contract*, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them:

The expression *work* or *works* shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Change shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.

Extra work shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

The *site* shall mean the location wherein the work is to be executed under the contract.

The *DoT* means the Department of Telecommunications and its successors.

The *Competent Telecom Authority* means the DDG (TERM), TERM Cell, Jharkhand.

1.3 All references to DoT; DG, Telecom; Member, Telecom Commission; Advisor, Telecom Commission; Sr.DDG; Deputy Director General (DDG); Director; Assistant Director General; Assistant Divisional Engineer; and Assistant Director in various clauses shall mean the officers in their respective grades/groups employed in the DoT, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office.


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Words imparting the singular number include the plural number and vice-versa.

2. INTERPRETATION OF THE CONTRACT DOCUMENT

The Competent Telecom Authority and the contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the contract document. In case of disagreement the dispute will be referred to the sole arbitrator as provided in the contract. Any change in the contract document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this contract document.

3. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid for minimum three months from date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

4. TAXES AND DUTIES

Contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contract documents and/or in respect of the works or operation(s) or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the DoT from and against the same or any default by the contractor in the payment thereof.

5. PRICE ESCALATION

The DoT shall not be responsible for any escalation in prices of diesel, machinery, equipment and driver's wages etc. whatsoever or any increase in any duties, levies or taxes (except GST) whatsoever and the contracted rates and contractor's obligation shall remain unaffected by such escalation. However, GST will be paid by this office as applicable.

6. NOTIFICATION BY CONTRACTOR

The contractor shall give in writing to the proper person or authority with a copy to the competent telecom authority such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

7. QUALITY OF WORK

The Competent Telecom Authority shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent Telecom Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Telecom Authority has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce

work or performance meeting the requirement of the contract documents.

8. GUARANTEE

In addition to any and all other guarantee and warranty mentioned in the contract documents the contractor guarantees that the entire work will be done in a satisfactory manner.

9. INSURANCE

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensation, insurance as required by law and undertaken to indemnify and keep indemnified the DoT from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the department may suffer or incur with respect to and/or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the Competent Telecom Authority of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Competent Telecom Authority may require.

10. INDEMNITIES

The contractor shall at all times hold the DoT harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the DoT, its officers, and officials and forthwith upon demand and without protest or demur to pay to the department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the DoT may now or at any time have relative to the work or the contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the DoT or pay to the DoT forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the DoT arising out of or incidental to or in connection with the operation covered by the contract. The contractor shall at his own cost at the DoT's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the DoT.

11. Whenever any claim, against the contractor for the payment of a sum or money arises out of or under the contract, Competent Telecom Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with DoT. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Competent Telecom Authority on demand the balance remaining due.

12. INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency Act made against him or, in the name of a company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the Competent Telecom Authority shall have the power to terminate the contract without previous notice.

13. Contractor's heirs/representatives shall, without the consent in writing of the Competent Telecom Authority, have the right to continue to perform the duties or engagements of the contractor or under the contract in case of his death. In the event of the contractor, with such consent aforesaid, transferring his business, and in the event of the contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the contractor under this contract and be subject to his liabilities there under. Proof of death and other relevant documents to this effect shall be submitted to the Competent Telecom Authority in writing.

14. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Competent Telecom Authority shall have the option of terminating the contract without compensation to the contractor, which does not amount to breach of the contract.

15. SUB-CONTRACTS

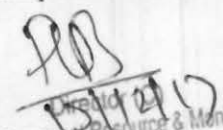
The contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

16. The Competent Telecom Authority reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the DoT in terms hereof and for the due fulfillment of the contracted works.

17. The contractor shall indemnify, and save harmless the DoT from and against all actions, suits, proceedings, costs, damages, charges, claims and demands whatsoever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the DoT may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.

18. If contractor without written approval of Competent Telecom Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings the Competent Telecom Authority shall have power to adopt any of the courses specified in Clause-23 / Clause-24 as he may deem fit in the interest of DoT and in the event of any of these courses being adopted the consequences specified in the said Clause-23 / Clause-24 shall ensue.

19. Where the contractor is a partnership firm, the previous approval in writing of the Competent Telecom Authority shall be obtained before any change is made in the


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constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, it will be considered as breach of contract and further action will be taken accordingly.

20. COMPLIANCE WITH LAWS AND REGULATION

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the government, governmental agency or DoT, municipal boards, government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, rules, regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

Any assignee to share any portion of the work to be performed hereunder may be assigned. Assignee to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the DoT, harmless and indemnified from and against and all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

21. FORCE MAJEURE

21.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be 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 happening 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 claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the DoT as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

21.2 Provided also that if the contract is terminated under this clause, the DoT shall be at liberty to take over from the contractor at a price to be fixed by the DoT which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DoT elect to retain.

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22. BREACH OF CONTRACT

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it, gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "breach of contract" mentioned above covers (a) the anticipatory breach and (b) the present breach.

23. The Competent Telecom Authority may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Competent Telecom Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Competent Telecom Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- ii. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii. If the contractor commits breach of any of the terms and conditions of this contract.
- iv. If contractor commits any act against labour law.
- v. If contractor commits any fraud with the DoT, or any fraudulent motive is detected in his action.
- vi. If contractor demands undue charges not stipulated in this contract.

24. When the contractor has made himself liable for action under Clause-23, the Competent Telecom Authority on behalf of the DoT shall have powers:

- i. To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the contractor under the hand of the Competent Telecom Authority shall be conclusive evidence) upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of DoT.
- ii. To employ labour paid by the DoT and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the


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materials (of the amount of which cost and price certified by the Competent Telecom Authority shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the contractor under the terms of the contract. The certificate of the Competent Telecom Authority as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the DoT are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

After giving notice to the contractor to measure up the work of the contract and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Competent Telecom Authority shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by DoT under this contract or on any other account whatsoever or from his security deposit as the case may be.

In the event of any one or more of the courses of Clause-23 and/or Clause-24 being adopted by Competent Telecom Authority, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Competent Telecom Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

25. In any case in which any of the powers conferred upon the Competent Telecom Authority by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

26. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

26.1 The Competent Telecom Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation of termination to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.

26.2 The Competent Telecom Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the contractor by giving due notice in writing stating reasons therefore.

26.3 If at any time after the commencement of the work the Competent Telecom


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Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Telecom Authority shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

27. PAYMENTS

- 27.1 The contractor shall submit bills at office of concerned Competent Telecom Authority for the executed work complete in all respects to the Director in-charge of the section. The bills will be submitted in duplicate and in the manner and form that may be prescribed by the Competent Telecom Authority. **Payment for amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount unless the bills are pre-receipted.** Payments will be made only by account payee cheques or through electronic transfer. The Competent Telecom Authority will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- 27.2 Income Tax and such other taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer/DDO of this office detailing the amount so deducted as tax at source (TDS) at the time of payment of each bill.
- 27.3 The final settlement of the bills and refund / adjustment / appropriation of any amount retained from the bills of the contractor shall be made fully after the Competent Telecom Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.
- 27.4 Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by contractor while carrying out the work. Such expenditure shall be intimated to contractor either by Competent Telecom Authority or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, the Competent Telecom Authority shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.
- 27.5 The contractor shall not be justified in abandoning the contract because the DoT has delayed making payment(s) in respect of other work being done for the DoT by the contractor.
- 27.6 The final bill shall be submitted by the contractor within one month of the date of completion of work or of the date of the certificate of completion furnished by the Competent Telecom Authority.

28. SECURITY DEPOSIT


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- 28.1 Earnest money deposit (EMD) deposited at the time of submission of the tender, will be converted into security deposit on the acceptance of the tender.
- 28.2 The successful bidder will have to deposit a Performance Security Deposit for a sum of **10% of the tendered cost** minus EMD already deposited, at the time of signing of agreement within ten working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of AO (Cash), O/o CCA, Jharkhand Circle, payable at Ranchi, or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency **but hypothecated to the AO (Cash), O/o CCA, Jharkhand Circle payable at Ranchi**. The performance security should remain valid for 90 days beyond the date of completion of all the contractual obligations of the supplier.
- 28.3 Security Deposit shall not bear any interest for any period whatsoever, and therefore, interest shall not be payable by the DoT on the Security Deposit or on amounts payable to the contractor under the contract.
- 28.4 Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligations under the contract, it shall be lawful for the DoT to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a *Show Cause Notice* to the contractor.
- 28.5 The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- 28.6 All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the DOT on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor.
- 28.7 If the contractor duly performs and completes the contracts in all respects, the DoT shall refund the Security Deposit/PBG to the contractor after deducting all costs and other expenses that the DoT may have incurred for making good any loss due to any action attributable to the contractor which the DOT is entitled to recover from the contractor.
- 28.8 Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the AD / ADE / ADG / Director concerned.
- 28.9 Security Deposit/PBG that is due for refund to the contractor and remain unclaimed for three years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the DoT.


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29. DISPUTES AND ARBITRATION

29.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of Sr. DDG, Bihar LSA, DoT, Patna or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of Sr. DDG, Bihar LSA, DoT, Patna or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the Sr. DDG, Bihar LSA, DoT, Patna or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by Sr. DDG, Bihar LSA, DoT, Patna or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DOT employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Sr. DDG, Bihar LSA, DoT, Patna or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of DDG (TERM), TERM Cell, Jharkhand at Ranchi or such other places as the arbitrator may decide.

29.2 According to Article-119 of Limitation Act, 1963 (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.


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SECTION – V**FORMAT FOR AGREEMENT**

The agreement made on this day of (month) (year)..... between M/s herein after called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part and the Director (C), TERM Cell, Jharkhand, 2nd floor, ARTTC Building, Near Jumar River, H.B. Road, Ranchi, herein after referred to as the DoT, of other part.

Whereas the Contractor has offered to enter into contract with the said DoT for (name of work), on the terms and conditions of tender (NIT No. dated) as approved and accepted by the DDG (TERM), TERM Cell, Jharkhand and whereas the necessary security deposits have been furnished in accordance with the provisions of the bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness, it is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contract, which will be one year or two years (if extended) from the date of commencement of work or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his manpower at his own expense, all other associated works as described in bid documents, when the DDG (TERM), TERM Cell, Jharkhand or any other person authorized by the DDG (TERM), TERM Cell, Jharkhand in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (Notice Inviting Tender), bid documents (Technical and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
3. The contractor hereby declares that nobody connected with or in the employment of the TERM Cell, Jharkhand and/or O/o CCA Department of Telecommunications; Jharkhand is not/shall not ever be admitted as partner in the contract.
4. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.

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


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Above written:

()
Signature on behalf of DoT

Name:

Designation:

: Seal:

Agreement signed in the presence of

Witness 1:

1: Signature:

Name:

Witness 2:

2: Signature:

Name:

()
Signature on behalf of contractor

Name:

Designation

Seal:

Witness

Signature:

Name:

Witness

Signature:

Name:


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SECTION-VI**FORMAT FOR PERFORMANCE SECURITY BOND**

In consideration of Deputy Director General (TERM), TERM Cell, DoT, Jharkhand (hereinafter called DDG, Jharkhand) having agreed to exempt (hereinafter called the said approved bidder (s) from the demand of security deposit / bid security of ₹on production of Bank Guarantee for ₹ for the due fulfillment by the said approved bidder(s) of the terms and conditions to be contained in an agreement in connection with the contract for (name of work), we (name of the bank) (hereinafter referred to as "the bank") at the request of approved bidder(s) do hereby undertake to pay to AO (Cash) O/o CCA, Jharkhand Circle, an amount not exceeding, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG, Jharkhand, by reason of any breach by the said bidder(s) of any terms and conditions contained in the said agreement.

2. We (name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG, Jharkhand stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG, Jharkhand, for reason of breach by the said approved bidder(s) of any of the terms and conditions contained in the said agreement or by reason of the approved bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the DDG, Jharkhand 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 AO (Cash) O/o CCA, Jharkhand Circle, any money so demanded notwithstanding any disputes raised by the approved bidder(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present bond 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 approved bidder(s)/supplier(s) shall have no claims against us for making such payment.

4. We (name of the bank) further agree that the guarantee therein contained shall remain in force and effect immediately for a period of 15 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding ₹ and for a period of 15 months from the date of issue i.e..... We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or before and thereafter bank will not be liable for any claim or demand whatsoever.

5. We (name of the bank) further agree with the DDG, Jharkhand that the DDG, Jharkhand shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend


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time of performance by the said approved bidder(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG, Jharkhand against the said approved bidder(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 approved bidder(s) or for any forbearance, and or any omission on the part of DDG, Jharkhand, or any indulgence by the DDG, Jharkhand, to the said approved bidder(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.

This guarantee will not be discharged due to the change in the constitution of the bank or the approved bidder(s).

This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the DDG, Jharkhand.

Dated:

For

(Indicating the name of the Bank)

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


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SECTION-VII

FORM FOR TENDER DETAILS

1. Name of work: Providing services of hired commercial vehicle to the TERM Cell, Jharkhand.
2. Estimated cost: ₹ 17,70,000/-.
3. Earnest money deposit: ₹ 44,250/-.
4. Tender fee: ₹ 500/- (Non-refundable).
5. Bid submission closing date: **15:00 hours on January 08, 2018.**
6. Time and venue for opening of bid: **15:00 hours on January 09, 2018 at the office chamber of Director (C), TERM Cell, Jharkhand, Second Floor, C-305, ARTTC Building, Near Jumar River, H. B. Road, Ranchi – 835217.**
7. Tender validity: 90 days from the date of bid opening.
8. DD details for earnest money deposit (to be filled in by bidder):
 DD No.....Date Amount.....
 Name of bank.....Issued in favor
 of.....
9. DD details for tender fee (to be filled in by bidder):
 DD No.....Date Amount.....
 Name of bank.....Issued in favor
 of.....


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SECTION – VIII**FORM FOR BIDDER'S DETAILS**

1. Name of Tendering Company/ Firm/Agency:
(Attach self-attested copy of certificate of registration)
2. Name of proprietor / director of company / firm / agency:
3. Full address of registered office:
.....

Telephone:

Fax :

Email: :

4. Full address of operating / branch office:
.....

Telephone:

Fax :

Email: :

5. *PAN / GIR No. : (Attach self-attested copy)
6. *GST Registration No. : (Attach self-attested copy)
7. *E.P.F. Registration No. : (Attach self-attested copy)
8. *E.S.I./ W.C.P. Registration No. : (Attach self-attested copy)

(*Original document should be produced whenever asked for.)

9. Detailed statement of registered commercial vehicles of three years old or less as per format at Annexure-A.

10. Give details of the major similar contracts during the last five years in providing services of vehicles to Public Sector Companies / Banks / Government Departments in the following format. Self-attested copies of work orders may also be attached.

S.No	Details client (Name, Address, Telephone, Fax, Email)	Amount of Contract (₹ in lakh)	Duration of contract	
			From	To

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

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


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ANNEXURE-A

Statement of vehicles owned by the bidder

Bidder's name. :

Company's name. :

Details of Owned or Leased vehicles of three years old or less in our fleet of operations as on date									
S. N.	Registration number	Model (Year)	Date of registration	Vehicle owner's name	Vehicle type	Validity details			
						Permit	Fitness	Road tax	Insurance
1.									
2.									
3.									

Note: Use additional sheets, if required.

Declaration

The details as above furnished are correct and true. I undertake to produce original documents of the above said vehicles for verification as and when called for.


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FORM FOR DECLARATION OF NEAR RELATIVES

I S/o Shri
 R/o hereby
 certify that none of my near relative(s) as defined in the tender document is(are) employed in
 TERM Cell, Jharkhand or O/o CCA, DoT, Jharkhand. In case at any stage, it is found that the
 information given by me is false/incorrect, DoT shall have the absolute right to take any action as
 deemed fit, without any prior intimation to me.

Signature of the bidder with seal*

The near relative(s) means -

- a) members of a Hindu Undivided Family;
- b) they are husband and wife;
- c) one is related to the other in manner as father, mother, son(s), son's wife (daughter- in-law),
 daughter(s), daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's
 husband (brother-in-law).

Note: *In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company or company secretary on behalf of all directors. In case of any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money deposit/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.*


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SECTION – X**FORMAT FOR FINANCIAL BID**

Tender Inviting Authority: Director (C), TERM Cell, DoT, Jharkhand.

Name of Work: Providing services of hired commercial vehicles to the TERM Cell, Jharkhand.

NIT No: TERM/JKD/Tender/Vehicle/2017-18 dated December 15, 2017

Name of the
Bidder/ Bidding
Firm / Company :**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)


NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	6	7	8
1	Hiring of non-AC diesel vehicle (Tata Indigo eCS Maruti Suzuki Dzire or equivalent) not older than 2015 (Note: 1. Rate quoted should be exclusive of GST. GST will be paid extra as applicable. 2. Quantities mentioned are for evaluation purpose only. Actual quantity may be less or more based on usage/requirement)					


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1.1	Hiring rate per month for up to 1000 km (applicable for monthly travel up to 1499 km)	2	each	To be quoted and uploaded separately in BoQ	0.00	INR Zero Only
1.2	Hiring rate per month for up to 1500 km (applicable for monthly travel of 1500 km or more)	1	each		0.00	INR Zero Only
1.3	Hiring rate per km beyond 1000 km / 1500 km in a month	600	km		0.00	INR Zero Only
1.4	Hourly rate for extra hours of duty beyond 10 hours per day	30	hour		0.00	INR Zero Only
1.5	Night halt rate	6	each		0.00	INR Zero Only
2	Hiring of AC diesel vehicle (Maruti Suzuki Dzire or equivalent) not older than 2015 (Note: 1. Rate quoted should be exclusive of GST. GST will be paid extra as applicable. 2. Quantities mentioned are for evaluation purpose only. Actual quantity may be less or more based on usage / requirement)					
2.1	Hiring rate per month for up to 1000 km (applicable for monthly travel up to 1499 km)	1	each	To be quoted and uploaded separately in BoQ	0.00	INR Zero Only
2.2	Hiring rate per month for up to 1500 km (applicable for monthly travel of 1500 km or more)	1	each		0.00	INR Zero Only
2.3	Hiring rate per km beyond 1000 km / 1500 km in a month	400	km		0.00	INR Zero Only
2.4	Hourly rate for extra hours of duty beyond 10 hours per day	20	hour		0.00	INR Zero Only
2.5	Night halt rate	4	each		0.00	INR Zero Only



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3	Spot hiring of AC diesel vehicle (Maruti Suzuki Dzire or equivalent) not older than 2015 (Note: 1. Rate quoted should be exclusive of GST. GST will be paid extra as applicable. 2. Quantities mentioned are for evaluation purpose only. Actual quantity may be less or more based on usage / requirement)			3		
3.1	Hiring rate per day for travel up to 300 km	2	day	To be quoted and uploaded separately in BoQ	0.00	INR Zero Only
3.2	Hiring rate per km for travel beyond 300 km	50	km		0.00	INR Zero Only
4	Spot hiring of AC diesel vehicle (Toyota Innova or equivalent) not older than 2015 (Note: 1. Rate quoted should be exclusive of GST. GST will be paid extra as applicable. 2. Quantities mentioned are for evaluation purpose only. Actual quantity may be less or more based on usage / requirement)					
4.1	Hiring rate per day for travel up to 300 km	2	day	To be quoted and uploaded separately in BoQ	0.00	INR Zero Only
4.2	Hiring rate per km for travel beyond 300 km	50	km		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		


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CHECK LIST OF DOCUMENTS

Sl. No.	Particulars of document	Whether enclosed (Yes / No)
1.	Tender document with each page duly signed (with date) and sealed on all pages by the authorized signatory of the company / firm / agency	
2.	Scan copies of demand drafts towards tender fee and EMD (original DDs to be sent to NIT authority as per details in NIT)	
3.	Form for tender details as per Section - VII	
4.	Form for bidder's detail as per Section-VIII along with statement of vehicle owned by the bidder as per Annexure -A	
5.	Declaration of near relatives as per Section-IX	
6.	Self-attested copy certificate of incorporation / registration of company / firm / agency (as applicable)	
7.	Self-attested copy of AoA / MoA /partnership deed (as applicable)	
8.	Self-attested copy of PAN / GIR	
9.	Self-attested copy of the GST registration certificate	
10.	Self-attested copy of the EPF certificate	
11.	Self-attested copy of the ESI certificate	
12.	Self-attested copy of experience certificates, work orders etc. establishing eligibility of bidder.	
13.	Self-attested copy of latest Income Tax returns filed by the company / firm / agency.	
14.	Self-attested documents in support of entries in point no. 10 of Proforma for Bidder's detail (Section-VIII)	
15.	Attested copy of Power of Attorney / Board Resolution, in case person other than the bidder has signed the bid documents.	
16.	Financial Bid (to be uploaded as separate file)	


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