



**Government of India
Ministry of Communications
Department of Telecommunications
O/o Sr. Dy. Director General, J&K LSA
4th floor, BSNL Telephone Exchange Building,
Rail Head Complex, Jammu - 180012**

Tender (E-tender)

For

HIRING OF LIGHT COMMERCIAL VEHICLES

FOR USE IN

O/o THE Sr. DEPUTY DIRECTOR GENERAL

J&K LSA

Tender No.: 8-4/Vehicle Tender/LSA (J&K)/2017-18 Dated: 28-12-2017

Not transferable

Price Rs. NIL

PART-I

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PART-I

SALE DETAILS

TECHNICAL BID DOCUMENT

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Section-I

NOTICE INVITING TENDER

E-Procurement TENDER NOTICE for Hiring of Light Commercial Vehicles

The office of Sr. DDG J&K, on behalf of the President of India invites E-Procurement Tender (Online Tender through website <http://eprocure.gov.in/eprocure/app>) in Two bid system from the qualified firms as per the below mentioned requirement and schedule:-

Schedule of Requirement

Description of services	Types of vehicle	Quantity	Age of vehicles
Hiring of light commercial vehicle	Non- AC Compact Sedan (Honda City/Hundai Verna/VW Vento /Maruti Ciaz/Skoda Rapid/Swift Dzire/ Honda Amaze/Toyota Etios / VW Ameo/Ford Figo-Aspire)	01	Not older than Feb 2015
	AC Compact Sedan (Honda City/Hundai Verna/VW Vento /Maruti Ciaz/Skoda Rapid/Swift Dzire/ Honda Amaze/Toyota Etios / VW Ameo/Ford Figo-Aspire)	01	
	AC (Innova, Scorpio, Safari , Ertiga)	02	

SCHEDULE TO TENDER

S.No.	Activity Description	Schedule
1.	Tender No	8-4/Vehicle Tender/LSA (J&K)/2017-18 Dated 28-12-2017
2.	Start of downloading of Tender Document	28-12-2017, The tender document can be downloaded from the DoT website http://www.dot.gov.in or the E Procurement portal http://eprocure.gov.in/e-procure/app by using bidder login credentials.
3.	Time and last date of depositing Tender/Bid	1100 Hrs of 17-01-2018
4.	Time and Date of opening of Tender Bid	1500 Hrs of 18-01-2018

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Sign and Seal of bidder

5.	Minimum Validity of tender offer	180 days from the date of opening
6.	Services to be offered	<p>Non- AC Compact Sedan (Honda City/Hundai Verna/VW Vento /Maruti Ciaz/Skoda Rapid/Swift Dzire/ Honda Amaze/Toyota Etios / VW Ameo/Ford Figo-Aspir)</p> <p>AC Compact Sedan (Honda City/Hundai Verna/VW Vento /Maruti Ciaz/Skoda Rapid/Swift Dzire/ Honda Amaze/Toyota Etios / VW Ameo/Ford Figo-Aspire)</p> <p>AC (Innova, Scorpio, Safari , Ertiga)</p>
7.	Estimated cost of tender	Rs.: 17,42,000/-
8.	Amount of EMD to be deposited (2.0% of the cost of tender)	Rs. : 34900/-
9.	Duration of Contract	One year from the date of award of contract. However, the same may be further extended for next one year or part thereof on same terms and conditions on mutually agreed basis.
10.	Cost of Bid Document	Rs.: NIL

Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

Interested bidders may submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the website <http://eprocure.gov.in/eprocure/app>. 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.

The bidders should have at least one Light Commercial vehicle registered/on lease in the name of proprietor/partners of the firm/ company. Details of the vehicles may be indicated against clause 9 in Section-III

The bidder should have experience of at least one year for supplying Light Commercial Vehicles to central/state government/Public sector companies/Banks during last five years.

The applicant has to deposit Earnest Money (EMD) of Rs. 34900/- (Rupees Thirty Four Thousand Nine Hundred Only) in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favour of CAO , O/o CCA, J&K payable at Jammu or for fee exemption has to submit valid self attested registration certificate issued by NSIC. The same has to be submitted in soft copy format on line.

The aforesaid DDs/Pay orders/ for fee exemption valid self attested registration certificate issued by NSIC towards EMD and Power of Attorney (in original) , if applicable, should be submitted offline to ADG (Admin), O/o Sr.DDG, J&K LSA on or before 1100 Hours of 19.01.2018.

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The duly filled tender documents shall not be accepted if these are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD) or for fee exemption valid self attested registration certificate issued by NSIC.

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

ADG (Admin)
O/o Sr.DDG,
J&K LSA.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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 Enrol” 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 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 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 all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures 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

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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/ for fee exemption valid self attested registration certificate issued by NSIC/ Power of Attorney, if applicable, 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.

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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 being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be 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) 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

BID FORM

Tender No.: 8-4/Vehicle Tender/LSA (J&K)/2017-18

Dated: 28-12-2017

To,

ADG (Admin)
O/o Sr. DDG,
J&K LSA.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer Light Commercial Vehicles in the office of SR. DDG J&K, in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.

2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum (together with Bid Security /EMD) @ 10% of the contract value for the 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 expiration of that period.

5. Until a formal Agreement is prepared 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.

7. We have enclosed herewith a DD for a sum of Rs. _____ towards Bid security/EMD.

EMD particulars D.D. No./Date..... Name of the Bank:.....

OR

for fee exemption valid self attested registration certificate issued by NSIC

Signature of Authorized Signatory

Dated thisday of..... (the year)

In capacity of.....

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

Witness..... Signature.....

Address.....

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SECTION-III

Bidders' Profile

Photograph
of tenderer /
authorised
signatory
holding
power of
attorney

1.	Name of tendering company/Firm/Agency	
2.	Type of firm i.e. Proprietorship/partnership or Company registered under company Act 1956 (Attach Notarized Affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
	(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be) TENDERER will submit the attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor or authorized signatory in case of proprietor is not signing the TENDER document. The TENDER is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the TENDER documents.	
3.	Name of proprietor/ Director of company/Firm/Agency	
4.	Full address of registered office with telephone no., Fax no. & Email	
5.	Full address of operating/branch office with telephone no, Fax no. & Email	
6.	PAN/GIR/TAN No. (Attach self attested copy)	
7.	GST no.(Attach self attested copy)	

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8. Self attested copy of experience certificate/certificates as per Section IV Clause 2. The summary of that can be tabulated in the given format in the chronological order.

S. No.	Details of client along with address, telephone & Fax no.	Experience certificate for the period from and to	
		From	To
1.			
2.			
3			

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

9. Details of Vehicles:

Registration numbers of vehicles to be supplied together with make (Photocopies of registration book/ lease agreement should be attached). Please note that vehicles older than Feb 2015 model shall not be accepted.

Owner's Name*	Vehicle Registration No.	Make & Model of Vehicle	Manufacturing year of Vehicle

- **Out of these vehicles at least one vehicle should be registered /on lease in the bidder's name and documents including insurance cover should be attached with bid otherwise the bid shall be rejected.**

10. Original tender document, signed each page by my authorized representative or me.

Place : _____

Dated : _____

(Signature of the bidder)

(With seal of the firm)

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SECTION-IV

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

- (a) "The Sr. DDG" means the Senior Deputy Director General/Head of office, J&K LSA, Jammu.
- (b) "The Bidder" means the individual or partners or the company who participates in this tender and submits its bid.
- (c) Vehicle means Car / SUV having Light Commercial as per make mentioned in NIT.

2. ELIGIBILITY OF BIDDERS:

- (i) The participating bidder should be a Sole Proprietor/ Partnership firm/ Company. The bidder should submit an affidavit (for proprietor firm) / duly self-attested copy of partnership deed and registration certificate (for partnership firm)/ duly self-attested copy of MoA and registration certificate of the firm (for Pvt. Ltd/Pub. Ltd Company).
- (ii) The manufacturing year of the vehicles to be supplied should not be older than Feb 2015.**
- (iii) The bidder should submit the duly self-attested photo copies of GST registration, issued by the competent authority.
- (iv) The bidder should submit the duly self-attested photocopy of PAN document.
- (v) The bidder should enclose duly self-attested copy of registration certificate and valid comprehensive insurance of the vehicle.
- (vi) The bidder should enclose EMD of Rs.34900/- in form of Demand Draft, valid for 180 days from the date of opening of tender or for fee exemption has to submit valid self attested registration certificate issued by NSIC
- (vii) The bidder should own (minimum One) or on lease sufficient vehicles of model not older than year Feb 2015 vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding for atleast one Vehicle should be produced along with the qualifying bid documents
- (viii) If vehicle is not commercially registered, approved supplier, shall get the vehicle commercially registered within one month from the award of the work and submit the proof to O/o Sr. DDG J&K LSA.
- (ix) The bidder should have experience of at least one year, for supplying Light Commercial Vehicles to central/state government/Public sector companies/Banks during last five years. The certificate should be issued by the officer of the rank of Divisional Engineer/Branch Manager/Executive Engineer/Under Secretary or above.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The DoT J&K LSA will in no case, be responsible or liable for these costs, regardless of the conduct of the bidding process.

4. BID DOCUMENT

- (a) The Job required, bidding procedures and contract terms are prescribed in the bid document which includes:-

Sl No.	Title	Sections
1.	Notice Inviting Tender (NIT) and Instructions for online bid submission	I
2.	Bid Form	II
3.	Bidders' Profile	III
4.	Instructions to Bidders	IV
5.	General Conditions of the contract	V
6.	Special Terms and Conditions	VI
7.	Various Affidavits and Certificates' Formats (Letter of Authorization, No Near Relative Working in DoT, Declaration of Non-Tampering, Affidavit of Blacklisting/Non Blacklisting, submission of documents / certificates / information are genuine etc.)	VII
8.	Agreement for Vehicle Hire	VIII
9.	Performance Security Guarantee Bond Format	IX
10.	Tender Compliance Sheet (Check List)	X
11.	Financial Bid (Part II)	XI

(b) The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Document. Failure to furnish, complete information required as per the bid document or submission of bids not substantially responsive to the bid document in every respect will be at the bidder's risk and will result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

- a. Bidders requiring any clarification on the Bid Documents shall notify the competent telecom authority, in writing at the Officers mailing address indicated in the invitation of Bid. The competent telecom authority, J&K, Jammu shall respond in writing to any request for the clarification of the Bid Documents which he receives not later than 2 days prior to the date of opening the Tenders. Copies of the clarification sought for by the bidders and clarifications by the DoT J&K LSA shall be sent to all the prospective bidders who have received the bid documents.
- b. The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and bidders who have down loaded Bid document from internet are to submit the bid document accordingly after taking into account all the clarifications issued.

6. AMENDMENT OF BID DOCUMENTS

- c. At any time prior to the date of submission of Bids, Sr. DDG J&K LSA may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- d. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the SR. DDG J&K LSA may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web sites as and when it is made.
- e. Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

7. **BID FORM:**

The Bidder shall complete the Bid form (Section II), Bidders Profile (Section III) and prices as per Financial Bid Form (Part – II, Section XI), furnished in the Bid documents.

8. **SUMMARILY REJECTION OF BIDS:**

The Sr. DDG, J&K LSA, 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 / Bid Security/ for fee exemption valid self attested registration certificate issued by NSIC in the manner does not support the tender provided there in.

b) If the Bid Validity is less than the period prescribed (180 Days).

c) If the tender is not duly signed, or not found proper or complete to the satisfaction of SR. DDG, J&K LSA in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).

d) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.

e) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.

f) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.

g) If prices are not filled properly in the Financial Bid.

h) Without assigning any reason thereof.

9. **BID PRICES:**

i. The supplier shall quote as per instructions given in financial bid for all types of vehicles given in the schedule of requirement. The rates shall be quoted inclusive of all taxes, levies and duties except GST, GST shall be reimbursed as per actual.

ii. **The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account.**

iii. A BID submitted with an adjustable price quotation will be treated as non-responsive and rejected.

iv. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

The following documents must be submitted along with tender document, any tenderer submitting bid without documents those specified below, is liable to be summarily rejected.

i. Bidder's Profile duly filled & signed as per **section III**.

ii. Proof of Registration of firm.

iii. GST registration.

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- iv. Photocopy of PAN/TAN/GIR card.
- vi. The bidder shall furnish the Experience Certificate as mentioned in Section IV clause 2
- vii. Previous year income tax return certificate i.e. F.Y. 2015-16 or 2016-17.
- viii. Certificate of “No near relative” of the bidder firm/company be working/employed in Department of Telecommunication, J&K Jammu.
- ix. Registration Certificate for Vehicles (minimum one Vehicle). For the vehicle(s) to be leased by the bidder, the lease agreement between the bidder and the owner(s) of the vehicle(s) must be provided
- x. Certificate of “BLACKLISTING & NON- BLACKLISTING “of bidder firm/company.
- xi. Certificate regarding submission of documents / certificates / information are genuine
- xii. Declaration towards Non – tampering of tender document.
- xiii. Self Attested copy of Partnership Deed or affidavit in original regarding sole proprietorship in case of proprietorship firm/ Memorandum of Association / Articles as applicable.
- xiv. Self Attested copy of “Power of Attorney” in case person other than the tenderer has signed the tender documents.

11. BID SECURITY (EARNEST MONEY DEPOSIT)

- 11.1 The bidder must enclose the Earnest Money of Rs. 34900/- (Rupees Thirty Four Thousand Nine Hundred Only) in the form of **Demand Draft in favour of “CAO O/o CCA, J&K, Jammu”** along with the Bid.
- 11.2 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.
- 11.3 The bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case, the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD will be forfeited.
- 11.4 The tenders without Earnest Money will be summarily rejected.
- 11.5 No interest shall be paid on the amount of EMD, deposited against this tender.
- 11.6 The EMD (bid security) of the unsuccessful bidders will be discharged/returned as promptly as possible, but not later than 60 days after award of the contract by the Sr. DDG or expiry of the bid validity pursuant to clause 10 whichever is earlier.
- 11.7 The successful bidder’s EMD (bid security) will be discharged upon the bidder’s acceptance of the Letter of Intent (LOI) satisfactorily pursuant to the clauses 25, 26 and 27.
- 11.8 The EMD (bid security) may be forfeited
 - (i) If a bidder withdraw his bid during the period of bid validity specified by the bidder in the bid form.

OR

- (ii) In case of a successful bidder, if the bidder fails to sign the Agreement in accordance with clause 25 of Section-IV.

12. PERIOD OF VALIDITY OF BIDS

The Bids shall remain valid for 180 days from the date of bid opening. A bid valid for a shorter period shall be rejected by the DoT J&K LSA unit as non-responsive.

13. FORMATS AND SIGNING OF BID

- 13.1 The original and all copies of the bid shall be typed or printed and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.

The letter of authorization shall be indicated by written power of attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the original bid, except for un-amended printed literature.

- 13.2 Individual signing the bid or other documents connected with the agreement shall indicate the full name below the signature and must specify whether he signs as:-
(a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
(b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- 13.3 In case, the bidder is signing as partnership firms, a copy of the partnership agreement, or general power of attorney duly self-attested, should be furnished by all the partners admitting execution of the partnership agreement or the general power of attorney. The self-attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- 13.4 In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- 13.5 A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the office of SR. DDG J&K, Jammu may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- 13.6 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialled by the person or persons signing the bid. In the absence of such an authorization the bid will be considered as non-responsive.
- 13.7 The bidder should sign and affix his/her firm’s seal at each page of the tender document as the acceptance of the offer. No page should be removed/ detached from this tender document.
- 13.8 The bidder will submit-
- (a) **Technical Bid:**
The Technical bid Form and Bidders Profile should be submitted in the format given in tender document (Section-II & III) along with all requisite documents, duly self-attested as contained in Clause-2 of Section-IV and document listed in Section-X of the tender document. The tender document in original, duly signed each page by the bidder, should also be enclosed with the Technical Bid. All the certificates submitted by the bidder should be valid on the date of tender opening.
- (b) **Financial Bid:**
The financial bid should be submitted as per instructions given in the tender document (Section-XI).

14. SUBMISSION OF BIDS:

- 14.1 The bid along with the necessary documents should be uploaded in the eprocure.gov.in portal as per the guidelines mentioned in the portal. No hard copies to be submitted except for EMD as per instructions given in the Bid.
- 14.2 The Sr. DDG may at its discretion, extend the deadline for the submission of bids by amending the bid documents in accordance with clause 5 of Section-IV in which case all rights and obligations of the Sr. DDG and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. MODIFICATION AND WITHDRAWAL OF BIDS

- 15.1 The bidder may modify or withdraw its bid after submission provided that written notice of the modification or withdrawal is received by the undersigned prior to the deadline prescribed for submission of bids.
- 15.2 Subject to clause 14, no bid may be modified subsequent to the deadline for submission of bids.

16. OPENING OF BIDS:

- 16.1. Bid opening and finalization will be according to e-procurement procedures.
- 16.2 Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified.

The financial bid will be evaluated only for technically qualified bidders.

Note: - The tenderer 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. If any discrepancy found in figures and in words, the quoted rates in words will be considered as final.

17. PRELIMINARY EVALUATION:

- 17.1. The DoT J&K LSA shall evaluate the bids to determine whether they are complete and no computational errors have been made. The DoT J&K LSA unit shall also determine whether required sureties have been furnished and the documents have been properly signed.
- 17.2. In case of any arithmetical error, such as discrepancy between words and figures, the amount shown in words shall prevail. The decision of SR. DDG, J&K LSA in this regards shall be final and binding on the parties.
- 17.3. The Sr. DDG may waive or seek for any document for any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 17.4. The technical bids will be evaluated in respect to their substantive responsiveness or otherwise. Thereafter, DoT J&K LSA shall open the financial bids of only those firms/bidders whose technical bids are found to be qualifying in the technical evaluation.

18 EVALUATION OF BIDS:

- 18.1 The Technical Bids shall be evaluated strictly on the basis of the eligibility conditions, as contained in Clause 2 of Section-IV of the tender document. If any bid does not conform to any of the eligibility conditions, that will be summarily rejected.
- 18.2 The bids, which are found techno-Light commercially responsive, shall be considered for opening of the Financial Bids.
- 18.3 No post bid clarification at the initiative of the bidders shall be entertained.
- 18.4 Evaluation of substantially responsive bids will be done as follows'-

The rates quoted shall be excluding GST.

Evaluation, Criterion for Tender shall be as follows

Tender cost = Total charges for 1500Kms/vehicle in a month for all vehicles taken together. (For evaluation purpose extra run/month, detention hours/month and night halt/month have been taken as 200Kms, 10hours and one night respectively per vehicle hired on monthly basis.

The bid having least value of Total Cost in BoQ shall be considered as L1. The rates should be quoted in figures only. The BOQ file automatically converts the rate into words. In case of dispute, rates quoted in figures shall be treated as final.

Note: The evaluation of tenders shall be done without considering GST.

19 RIGHT OF ACCEPTANCE:

The Sr. DDG does not bind himself to accept the lowest or any other tender. The SR. DDG reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award to contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Sr. DDG's action.

20 AWARD OF CONTRACT:

The contract will be awarded to the successful bidder. It is intended to award the contract to one bidder on the basis of lowest evaluated bid prices.

21 DURATION/PERIOD OF CONTRACT

The period of contract will be for one year from the date of acceptance of the offer. However, extension for the next year/part thereof may be considered by the SR. DDG based on the satisfactory performance of the firm.

22 TAX DEDUCTION AT SOURCE:

Income Tax and any other taxes i.e. Education Cess etc as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.

23 TERMINATION OF CONTRACT:

23.1 In Case of any default by the contractor and in any of terms and conditions (Whether general or special), DOT may without prejudice to any other right or remedy which shall have occurred or shall occur thereafter, terminate the contract, in whole or in part by giving 15 days notice in writing to the contractor.

23.2 All Instructions, notices and communication etc under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

Notwithstanding anything contained herein DOT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

24 COMMUNICATION OF ACCEPTANCE:

The successful bidder will be informed of the acceptance of his tender by way of Letter of Intent. The bidder shall within 7 days of issue of the LOI, give his acceptance along with Performance Bank Guarantee in conformity with Clause 27 of Section IV and also submit the Agreement form as per Section VIII , duly completed in all aspects.

25 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that DoT J&K LSA may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/Work execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, DoT J&K LSA shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

25.1 The bidder shall be required to give certificate as per SECTION-VII duly signed by the signatory of the bid, that all the documents/certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by DoT J&K LSA at its sole discretion.

26 SIGNING OF CONTRACT

The successful Tenderer shall be required to execute an Agreement **within 7 (Seven) working days** of being called upon on a non-judicial **stamp paper of Rs. 100/-**(One hundred only) after submission of Performance Guarantee at his own cost and in the format at Section VIII to the effect that the tenderer 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 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 25 shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security (EMD) in which event the Sr. DDG, J&K LSA may give the offer to any other bidder at the discretion of the DDG or call for new bids.

28 PERFORMACE GUARANTEE (SECURITY DEPOSIT):

28.1 The successful bidder will submit the Security Deposit in cash or Bank Guarantee or Demand Draft in favour of **“CAO O/o CCA, J&K”** of an amount equal to 10% value of the tender cost within 7 days from the date of acceptance. The validity period of the Performance Guarantee shall be 18 months from the date of the contract Agreement.

28.2 The Security Deposit can be forfeited by the Sr. DDG in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance.

28.3 The Security Deposit shall be refunded after successful completion of the contract and after expiry of the validity period of the Performance Guarantee as contained in Clause-28.1

29 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 of Sr. DDG, BSNL Exchange Building, Rail Head, Jammu, DOT, Ministry of Communications, 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 Jammu 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.

30 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 department and set off the same against any claim of the department for payment of a sum of money arising out of this contract or under any other contract made by contractor with department.

31 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 department 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.

**ADG (Admin)
O/o Sr.DDG,
J&K LSA.**

SECTION V

GENERAL CONDITIONS OF CONTRACT

1. Submission of bid against this offer will bind the bidder to the acceptance of all the conditions specified herein or in tender unless otherwise agreed by the Sr. DDG J&K.
2. If the bidder fails to act on the offer of Sr. DDG by the specified date, the earnest money shall be forfeited by the Sr. DDG J&K LSA.
3. The Earnest Money shall be forfeited, in case the bidder withdraws the offer after opening of the bid but before expiry of the bid validity period.
4. The time period as stipulated in the agreement or letter of offer shall be deemed to be essence of the contract.
5. (i) All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute to sole arbitration of the Sr. DDG J&K, Jammu or any person appointed by him. The decision of Sr. DDG J&K, Jammu regarding appointment of Arbitrator, shall be final and binding on the parties.
(ii) The award of such arbitration shall be final and binding on the parties to the Contract.
(iii) The arbitration proceedings shall take place at Jammu or such other place as decided by the Sr. DDG J&K, Jammu. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.
6. The agreement shall be governed by the Indian Laws. The Courts at Jammu shall have jurisdiction to entertain any dispute or the claim arising out of the contract-agreement.
7. **Penalty:**
 - 7.1 In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
 - 7.2 The penalty for absence during extra Hour duty will be Rs.100/- per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75/- per hour of absence subject to maximum of Rs. 500/- per day in addition to deduction of hire charges on pro-rata basis for the period.
 - 7.3 In case of non-availability of vehicles for any particular day penalty-
 - a) At the rate of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis and
 - b) Deduction of charges actual paid for another hired vehicle from the market for the day whichever is higher.
 - 7.4 In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or 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 DoT J&K LSA.
 - 7.5 For any other violation not mentioned above, a penalty of Rs. 50/- per day may be imposed.

- 7.6 The powers of the office of Sr. DDG J&K, Jammu under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided for forfeiture of security deposit as contained in clause-27.2 of Section-IV.
8. The rates should be quoted in figures only. The BOQ file automatically converts the rate into words. In case of dispute, rates quoted in figures shall be treated as final.
- 9. The rates quoted shall be firm and final for the entire period of contract. While quoting the rates, the bidder should keep in mind that the rates are excluding GST.**
10. In case, there is any increase of taxes and levies excluding GST during the currency of contract, no benefit shall be passed on to the contractor, however benefit of reduction in taxes (GST) shall be passed on to the Department.
11. At the time of payment of bills, the 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.
12. In case of breach of any of the terms and conditions mentioned above, the Sr. DDG , J&K, Jammu shall have the right to cancel the tender without assigning any reason and shall also have right to forfeit the security deposit.
13. The contractor/tenderer shall not assign or sublet the work or any part of it to any other person or party.
14. The tender is not transferable.
15. The terms of payment shall be as under:
- 15.1 No payment shall be made in advance and no loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- 15.2 The contractor shall submit the bill in the first week of following month of usage month for payment, along with the Log-Book, duly verified by the officer concerned; registration certificate of vehicle and the insurance paper of the vehicle (in case of substitute vehicle provided).
- 15.3 The contractor shall submit the GST deposit receipt quarterly or monthly as applicable along with the bills.
- 15.4 All payments shall be made by ECS/Cheque only.
- 15.5 The office of Sr. DDG J&K, Jammu shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paras.
- 15.6 The term “payment” mentioned in this Para 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.

ADG (Admin)
O/o Sr.DDG,
J&K LSA.

SECTION-VI

SPECIAL TERMS AND CONDITIONS

1. The bidder should be capable of supplying all types of Light Commercial vehicles i.e. Car / Vehicle having Light Commercial Taxi permit for travelling in J&K/Punjab/HP/Haryana/Delhi **as per make mentioned in NIT** during the contract of the tender. The bidder should have telephone connection available at their premises for the purpose of communication.
2. Tenderer must ensure that the supplied vehicles are duly registered/ authorized by the concerned RTO for use as public transport. The vehicles should have valid permit and insurance cover. The manufacturing year of the vehicles to be supplied should not be older than Feb 2015. The private vehicles shall not be accepted as taxis in any circumstances.
3. The vehicle to be provided shall be run using the same mode of the fuel as indicated in the registration document of the vehicle.
4. The Vehicles to be provided by the contractor should be neat and clean and in the sound working condition and suitable for usage by the Departmental Officers.
5. DOT reserves the right to **increase or decrease up to 25%** of the required quantity of (rounded to next whole number) services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions. Decision of DoT shall be final on this regard.
6. At least one vehicle shall be registered/ on lease in the name of the bidder/contractor. In case of other vehicle registered in the name of any other entity, the authorization from that entity in favour of the contractor shall have to be submitted along with the bid.
7. The hired vehicle so supplied by the contractor shall be dent free and pollution free as per the standards of the Motor Vehicle Act as applicable and acceptable by the Sr. DDG J&K.
8. The contractor shall assign the job of driving of hired vehicle only to qualified and expert licensed drivers and also assumes full responsibility for the safety and security while driving. Sr. DDG J&K have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under section 279 of IPC and any loss caused to the property of Sr. DDG J&K have to be suitably compensated by the contractor. Sr. DDG, J&K, shall not bear any tortuous liability, vicarious or otherwise for want of any reasonable care or caution on the part of the drivers in the act of driving of the vehicle engaged/supplied to DoT J&K LSA.
9. DOT reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with DOT.
10. DOT reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
11. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
12. The vehicle may be used anywhere in the territorial jurisdiction of J&K Telecom Circle. However Department will be in liberty to send the vehicle to any other state by paying the entry Tax/Toll Tax.

13. The Sr. DDG office will generally make the requisition for the taxis one or two days before the commencement of the actual journey, if required to destination other than in J&K/Punjab/HP/Haryana /Delhi. However, at times urgent requisition for vehicle may also be made on telephone, which shall have to be complied with by the contractor.
14. The contractor is bound to provide vehicle throughout the month. The vehicle in general shall be used on weekdays but depending on the requirement it may be called for duty on Saturday and Sunday or on any official holidays for which no extra payment shall be made. The minimum monthly charges per vehicle shall be based on 1500 KMs per month. Generally duty hours are from 8 AM to 7 PM but they are changeable as per the requirement of the O/o Sr. DDG, J&K LSA. Duty time commences from the time of reporting at reporting place. No mileage will be allowed for dinner/lunch/ refreshment/tea to the driver.
15. The meter reading shall start/ terminate from and to the place of demand in Jammu as may be required, but chargeable distance for a round trip from taxi stand/parking place in this respect shall not be more than 10 Km. The definition of 'Night Halt' shall be "the detention of driver overnight".
16. To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose registration Number is indicated against in Clause 9 of Section-III. However, in case of non availability of the assigned vehicles, it shall be the responsibility of the contractor to provide an alternative vehicle of equivalent status or higher in lieu of that vehicle.
17. (a) The driver should be in proper uniform, well versed with J&K, Delhi routes etc. and he should be well behaved and courteous to the officers. The driver should have a mobile connection with him for the purpose of communication.
(b) The vehicle will have to be provided with the clean seat covers and towels.
18. The payment will be made by ECS/Cheque after the bills are passed by the competent authority. The bills presented for payment must contain GST Number. The GST shall be paid extra as per Government rates applicable from time to time.
19. The rates, terms and conditions once finalized shall be valid and firm for a period of one year. No escalation in rates will be considered due to any hike in fuels rates or for whatsoever reasons.
20. Parking Charges, Toll Charges and Entry charges while on duty to DoT J&K LSA shall be payable on actual basis on submission of the payment receipts / challan / token with the monthly bill. Contractor shall pay all other levies, fees, royalties, taxes and duties **excluding GST** 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.
21. The period of contract can be extended for further one year/part thereof by the Sr. DDG J&K, Jammu on the same terms and conditions and keeping in view of the performance of the contractor in the interest of government.
22. The minimum mileage 1500 Kms of the vehicle for three vehicles will be utilized fully and shortage in utilizing the contractual kms in any particular month will be adjusted over a period of subsequent 3 months.

ADG (Admin)
O/o Sr.DDG,
J&K LSA.

SECTION VII

CERTIFICATE

(PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN DEPARTMENT OF TELECOMMUNICATIONS)

I **S/O Sh**.....

..... **R/o**.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Department of Telecommunications as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT J&K LSA shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undivided family;**
- b) They are husband and wife.**
- c) The 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) and brother's wife, sister (s) sister's husband (brother-in-law)**

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 Ltd. Company by all the Directors of the company or company secretary on behalf of all directors . Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is 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.

CERTIFICATE

(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

“I (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website” <http://www.dot.gov.in> & <http://www.eprocure.gov.in> and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a valid self attested registration certificate issued by NSIC /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

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/ DEBARRED/NON-BLACKLISTING

FROM TAKING PART IN GOVT. TENDER BY DoT/GOVT. DEPT

I..... authorized signatory of firm/company hereby declare that the firm/company namely M/shas not been blacklisted or debarred in the past by DoT or any other Government organization from taking part in Government tenders.

Or

I..... authorized signatory of firm/company 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 Sr.DDG, J&K LSA and EMD/SD shall be forfeited.

In addition to the above O/o Sr. DDG, J&K LSA, will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which signed:

Name & address of the firm:

.....

Dated:

Signature of Bidder with seal.

CERTIFICATE

REGARDING SUBMISSION OF DOCUMENTS / CERTIFICATES / INFORMATION ARE GENUINE

I/We hereby undertake that all the documents / certificates / information towards fulfilment of tender / contract conditions submitted by me / us are genuine. In case any of the documents /certificates / information submitted by me / us is found to be false or forged, action as deemed fit by DoT J&K LSA may be taken against me / us.

Signature of tenderer/Authorized Signatory

Name of the Tenderer

Seal of the Tenderer

CERTIFICATE

PRE RECEIPT FOR REFUND OF EARNEST MONEY

Received with thanks from Accounts Officer (Cash) O/o CCA, J&K, Jammu a sum of Rs./- (Rs. Only), towards refund of Earnest Money Deposit paid in respect of Tender for "Hiring of Commercial Vehicles" for use in O/o Sr. DDG, J&K LSA.

Tender No : 8-4/Vehicle Tender/LSA (J&K)/2017-18	Dated: 28-12-2017
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Date:

Signature of Bidder

(On one rupee revenue stamp)

Place:

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion of the tender)

Name & Address: _____

CERTIFICATE

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

(Must be submitted to O/o Sr. DDG J&K LSA, JAMMU on or before date of bid opening)

To,
Sr. DDG
J&K LSA, Jammu

Sub: Authorisation for attending the office on _____ (date) in the

Tender of _____

Following person is authorised to attend the office for the tender mentioned above on behalf
Of _____ (Bidder).

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorisation as prescribed above is not received.)

SECTION VIII

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2018 between M/s _____ (herein after called the Contractor whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____, and Department of Telecommunication. (Herein after called the DOT whose term includes its successors and assignees) whose registered office is situated at Sanchar Bhavan New Delhi and acting through its authorized official Sh. _____, at Sr. DDG Office at Jammu. The Contractor will provide Commercial vehicles on hire basis for Sr. DDG for official use on the terms and conditions herein contained, and rates as mentioned in appendix-I. The "Contractor" has deposited Rs. _____ (Rupees _____) as interest free Performance Security. Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than Feb 2015 year model, on the rates accepted as described in schedule vide appendix-I 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 service by DOT.
2. The Contractor shall comply with all the terms and conditions of Tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of DOT indicated in appendix-I shall place an order for their requirement on the official Hire order form and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor agrees with the DOT and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Contractor will provide vehicles to DOT not older than year Feb 2015 model, and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the contractor.
6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The DOT only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the DOT is not happy with the condition of the vehicle provided, the Contractor's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by the DOT then the DOT will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor.
7. Contractor will submit bills to the _____ Section of _____, of DOT on monthly basis for release of payment by DOT.

8-4/Vehicle Tender/LSA (J&K)/2017-18

Sign and Seal of bidder

8. The driver of the vehicle shall be provided with the duty slips/log book by the Contractor where date, time Kms reading and places visited are to be filled in and signed by the users/ DOT officials. On the basis of these duty slips, the bills shall be raised to DOT by the contractor.
9. If the Contractor fails to provide the vehicle to DOT and if the service is not found satisfactory enough, the DOT shall have the right to terminate the contract in whole or part as per clause 22 of Section IV of Tender Document.
10. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. DOT shall have no liability whatsoever.
11. The Tender Document shall form part and parcel of this Agreement and integral part of this agreement.
12. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by contractor. DOT will not be liable for any loss, damages, etc. suffered/to be suffered by contractor or third party as the case may be.
13. If for any reason the DOT is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the DOT 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.
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 of the Sr. DDG J&K. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Sr. DDG J&K LSA or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the Sr. DDG J&K or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the DDG or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
15. If the Contractor institutes any legal proceedings against the DOT to enforce any of its rights under this agreement it shall be in the legal jurisdiction of DOT where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed _____
 For and on behalf of the DOT
 Name (caps) _____
 Position _____
 Date _____

Signed _____
 For and on behalf of the Contractor
 Name (caps) _____
 Position _____
 Date _____

In the presence of Witnesses In the presence of Witnesses

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

DEPARTMENT OF TELECOMMUNICATION

(Part of Agreement for vehicle hire)

Period of Contract: ONE YEAR**Name of Unit : Sr. DDG, DOT, J&K LSA**

Sl No	Name of Unit	Address	No Of Vehicle Allotted for Hire	Monthly Hire Charges per vehicle (Excluding GST)	Make	Model
1.	DoT J&K LSA	4th floor, BSNL Telephone Exchange Building, Rail Head Complex, Jammu – 180012	1 Non AC	DO NOT QUOTE	Non- AC Compact Sedan (Honda City/Hundai Verna/VW Vento /Maruti Ciaz/Skoda Rapid/Swift Dzire/ Honda Amaze/Toyota Etios / VW Ameo/Ford Figo-Aspire)	Feb 2015
2.			1 AC	DO NOT QUOTE	Non- AC Compact Sedan (Honda City/Hundai Verna/VW Vento /Maruti Ciaz/Skoda Rapid/Swift Dzire/ Honda Amaze/Toyota Etios / VW Ameo/Ford Figo-Aspire)	Feb 2015
3.			2 AC	DO NOT QUOTE	AC (I nnova, Scorpio, Safari , Ertiga)	Feb 2015

Signed _____
(on behalf of DOT)

Name (caps) _____

Position _____

Date _____

SECTION-IX

PERFORMANCE SECURITY GUARANTEE BOND FORMAT

1. In consideration of The Sr. Deputy Director General, J&K LSA, Jammu [here in after called the Sr. DDG ,J&K LSA, Jammu], having agreed to exempt _____(here in after called the said contractor(S) from the demand of **Security deposit** of Rs. _____ on production of Bank Guarantee for Rs._____ for the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ (Name of contract) _____ we _____ (name of the bank) _____ (here in after referred to as “the Bank”) at the request of _____ contractor’s do hereby undertake to pay to the Sr. DDG , J&K, Jammu _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the SR. DDG , J&K, Jammu, _____ by reason of any breach by the said contractor’s of any of the terms & conditions contained in the said agreement.
2. We _____ (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Sr. DDG , J&K, Jammu, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Sr. DDG , J&K, Jammu, _____ reason of breach by the said contractor’s of any of the terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Srt. DDG J&K, Jammu, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Sr. DDG , J&K, Jammu, _____any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We _____ (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 18 months from date herein and further agrees to extend the same from time to time so that it shall continue to be enforceable till all the dues of the SR. DDG , J&K, Jammu , _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till SR. DDG , J&K, Jammu, _____ certifies that the terms &conditions of the said agreement have been fully and properly carried out by the said contractor(s)and accordingly discharges this guarantee.
5. We _____ (name of the bank) _____ further agree with the Sr. DDG , J&K LSA, Jammu, that the Sr. DDG , J&K LSA, Jammu, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of

performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the Sr. DDG , J&K LSA, Jammu, _____ against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the Sr. DDG , J&K LSA, Jammu, _____ or any indulgence by the Sr. DDG , J&K LSA, Jammu, _____ 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 Sr. DDG,J&K LSA, Jammu.
8. This guarantee is valid for 18 months from_____ to_____.

Dated: _____

For

(Name of the bank)

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

Section- X
CHECK LIST FOR BIDDERS
(Document to be uploaded)

S.N	Contents of 1st Envelope (Techno-Commercial Bid)	As per clause no./Section No.	Whether complied (Yes/No)
1.	Scanned copy of EMD DDs/Pay orders or for fee exemption valid self attested registration certificate issued by NSIC	Clause No. 2 of Section-IV	
2.	Experience Certificate	Clause No. 2 of Section-IV	
3.	Submission of affidavit (for proprietor firm) / duly self-attested copy of partnership deed and registration certificate (for partnership firm)/ duly self-attested copy of MoA and registration certificate of the firm (for Pvt. Ltd/Pub. Ltd Company.)	Clause No. 2 of Section-IV	
4.	Self-attested Copy of GST	Clause No. 2 of Section-IV	
5.	Self-attested Copy of PAN	Clause No. 2 of Section-IV	
6.	Self-attested Copy of Vehicle Registration and Insurance Cover for atleast one vehicle that is mentioned in Section-III Clause No 9	Clause No. 2 of Section-IV	
7.	Bid Form along with undertaking	Section -II	
8.	Bidders' Profile	Section -III	
9.	Digitally signed tender document without any alteration	-	
10.	Letter of Authorization for attending the bid opening	Section-VII	
11.	Certificate of No Near Relative of the Bidder/Company employed in DOT	Section-VII	
12.	Declaration for non tampering of the Tender documents	Section-VII	
13.	Certificate of "BLACKLISTING & NON-BLACKLISTING" of bidder firm/company	Section-VII	
14.	Certificate regarding submission of documents / certificates / information are genuine	Section-VII	
15.	Scanned copy of "Power of Attorney" in case person other than the tenderer has digitally signed the tender document.	-	
	Contents of 2nd Envelope (Financial Bid)		
1	Financial Bid to be Submitted as per Instructions in Section XI	Section-XI	



Government of India
Ministry of Communications
Department of Telecommunications
O/o Sr. Deputy Director General, J&K LSA
4th floor, BSNL Telephone Exchange Building,
Rail Head Complex, Jammu - 180012

PART-II

FINANCIAL BID DOCUMENT

FOR

HIRING OF LIGHT COMMERCIAL VEHICLES

FOR USE IN

O/o THE Sr. DEPUTY DIRECTOR GENERAL

J&K LSA

SECTION-XI

FINANCIAL BID

INSTRUCTIONS FOR FILLING OF FINANCIAL BID FORM (BoQ)

Financial Bid for providing Services of vehicles on hiring basis for the office of Sr. DDG J&K LSA.

1. Financial Bid (BoQ) – Financial Bid Form (BoQ) must be downloaded separately from <http://eprocure.gov.in> filled up and uploaded online at <http://eprocure.gov.in> under Financial Bid (BoQ).

2. The BOQ template must not 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.

3. The Bidder has to quote the following rates for Vehicles on Monthly Basis.

- a. AC Vehicle: Monthly Charges (for 1500 Kms per month) in rupees for the makes specified in the tender document.
- b. AC Vehicle : Charges for extra KM (above 1500 Kms per month) in Rs. Per Km
- c. Rate per hour for detention beyond duty hour in Rs.
- d. Rate per night halt in Rs.
- e. Non AC Vehicle: Monthly Charges (for 1500 Kms per month) in Rs. For the makes specified in the tender document.
- f. Non AC Vehicle: Charges for extra Km (above 1500 Kms per month) in Rs. Per Km
- g. Rate per hour for detention beyond duty hour (Rs.)
- h. Rate per night halt (Rs.)

4. The detailed evaluation procedure to arrive at L-1 bidder will be as mentioned in tender document.

5. The rates should be inclusive of all statutory/taxation liabilities (except GST) which shall be reimbursed as per actual.

6. Terms and conditions mentioned in this tender are applicable.

7. Rates should be quoted for all the items.

Dated : -----

Signature of the bidder)

(With seal of the firm)