

e-TENDER DOCUMENT

e-Tender for Hiring of Light Commercial Vehicles for the O/o the CCA, DOT, North East Telecom Circle, Shillong

No. CCA/NE/Vehicle-50/Tender/2017-18 dated 7/3/2018

Cost of Tender Documents Rs.500/-

**GOVERNMENT OF INDIA
DEPARTMENT OF TELECOMMUNICATIONS
O/O THE CONTROLLER OF COMMUNICATION ACCOUNTS,
NORTH EAST TELECOM CIRCLE, CTO BUILDING,
2ND FLOOR, SHILLONG (MEGHALAYA) 793 001**

(Visit at www.eprocure.gov.in and www.dot.gov.in)

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SECTION - I NOTICE INVITING e-TENDER

Govt. of India
Department of Telecommunications
O/o CONTROLLER OF COMMUNICATION ACCOUNTS,
NORTH EAST TELECOM CIRCLE, CTO BUILDING,
2ND FLOOR, SHILLONG (MEGHALAYA) 793 001

Tender No. CCA/NE/Vehicle-50/Tender/2017-18 dated 7/3/2018

e-Tenders are invited by the **Controller of Communication Account, DOT, NE Telecom Circle, Shillong (Meghalaya)** on behalf of President of India, from reputed Firms/Companies/Agencies for **Hiring of 2 (two) Light Commercial Vehicles** for the O/o CCA, DOT, North East Telecom Circle at Shillong. Estimated number of vehicles to be hired are **one AC car and one Non-AC car.**

Estimated cost of Tender	Rs. 5,61,500/-
Earnest Money Deposit (EMD)	Rs. 14000/-
Date/Time of Publishing of e-Tender	1200 Hrs of 8/3/2018
Document Download Start Date/Time	1200 Hrs of 8/3/2018
Document Download End Date/Time	1700 Hrs of 5/4/2018
Clarification Start Date/Time	1200 Hrs of 8/3/2018
Clarification End Date/Time	1700 Hrs of 20/3/2018
Bid Submission Start Date/Time	1200 Hrs of 21/3/2018
Bid Submission End Date/Time	1700 Hrs of 5/4/2018
Last Date & Time for physical submission of original DD/Banker's Cheque/Pay order towards EMD or attested copy of NSIC/MSME certificate for exemption of EMD	1600 Hrs of 6/4/2018
Date/Time of opening of Techno-commercial Bid	1700 Hrs of 9/4/2018

The tender document is available on Central Public Procurement Portal (CPP Portal) on website <http://eprocure.gov.in>. The intending bidders may download the e-tender document from the above mentioned website. The interested bidders may submit the bids online at <https://eprocure.gov.in> in two bids systems {i.e. (i) Techno-commercial Bid and (ii) Financial Bid} in the prescribed proforma. Bids are to be submitted online only through the e-procurement portal at <https://eprocure.gov.in/eprocure/app>. All the documents in support of bid are also to be scanned and uploaded along with the tender document. Bid submitted/sent by any other mode will not be accepted.

The Earnest Money Deposit(EMD) in the form Demand Drafts/Banker's Cheque/Pay order payable at Shillong, should be drawn in any Scheduled/Nationalised bank in India, in favour of **C.A.O. (Cash), O/o CCA, DoT, NE Telecom Circle, Shillong**. The e-Bid submitted without EMD in the prescribed formats or valid NSIC/MSME certificate of exemption for the tendered items will not be accepted.

Accounts Officer (Admn)
O/o the CCA, NE Telecom Circle, Shillong.
L/P No. 0364-2501483 & M/No.09453064340

Copy to:

1. C.A.O. (Cash), O/o CCA NE, Shillong(Meghalaya)
2. Notice Board

SECTION - II INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS:

- a. "The Purchaser" means the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)**.
- b. "The e-bidder" means a Company or Firm or Agency who participates in this tender and submits it's e-bid. (hereafter "e-bidder" and "e-bid" shall be referred as "bidder" and "bid" respectively)
- c. "The Supplier/Contractor" means a Company or Firm or Agency supplying the goods and/or services under the contract.
- d. "The Services" means all the jobs that the Contractor is required to perform under the contract.
- e. "The Goods" means all the equipment, Hardware/ Software and/ or other materials, which the Contractor is required to supply to the Purchaser under the contract.
- f. "The Advance Purchase Order" means the intention of the Purchaser to enter into the contract with the successful bidder.
- g. "The Purchase/Work Order" means the order placed by the Purchaser on the Contractor signed by the Purchaser/Consignee including all attachments and appendices thereto and all documents incorporated by reference therein. The first Purchase/Work Order shall be deemed as "Contract" appearing in the document.
- h. "The Reporting/Controlling Officer/User" means AO (Admn) the officer of the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)**.
to whom the driver will report with the hired vehicle.
- i. "The Contract Price" means the price payable to the Contractor under the Purchase/Work Order for the full and proper performance of its contractual obligations.

1.1 REGISTRATION AT E-PROCUREMENT PORTAL:

For participating in bidding through the e-procurement portal i.e. the Central Public Procurement Portal (CPP Portal) of the Govt. of India, it is necessary for the bidders to be the registered users of the e-procurement portal; <http://eprocure.gov.in>. For Bidders guidance **Bidders Manual Kit** is available at <http://eprocure.gov.in/eprocure/app>.

2.0 ELIGIBLE BIDDERS:

- 2.1 Bidder should have ownership / lease agreement of at least one AC car and one non-AC car of the type(s) required having permit for operating in Meghalaya and Assam in terms of section 66 of motor Vehicle Act 1988 issued by State Transport authority for giving the vehicle on hire.
- 2.2 Bidder should have **experience of providing vehicles on hiring basis of a total of Rs. 5 Lacs in Govt. offices/PSUs since 1st April 2015 till date of floating this tender/NIT**. For this, bidder shall submit copy/copies of Work Orders/contracts/certificates from the concerned Govt. offices/PSUs.
- 2.3 The bidder should also have other valid documents as required for techno-commercial bid as per clause 6.2 of Section-II of this tender document.

Stamp and signature of bidder

3.0 COST OF BIDDING:

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

4.0 DOCUMENTS COMPRISING THE e-TENDER:

- 4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
- a. Notice inviting tender
 - b. Instructions to bidders
 - c. General (commercial) conditions of contract
 - d. Special conditions of contract
 - e. Technical specifications & schedule of requirement
 - f. Profile of bidder
 - g. No near Relative Declaration and Certificates
 - h. Performance security bond form
 - i. Bid Form
 - j. Evaluation formula
 - k. Sample Price Schedule (Sample BoQ)
- 4.2 Price Schedule/Bill of Quantities (BoQ) shall be filled separately online in Financial Bid of the tender, as per the procedure given in Bidders Manual Kit.
- 4.3 The bidder is expected to examine all instructions, forms, specifications, terms & conditions in the tender document and amendments/ clarifications, if any, before submitting it. Failure to furnish all information as per the tender document or submission of e-bid not as per the requirement of tender document in every respect will be at the bidders risk and may result in rejection of the said e-bid.

5.0 CLARIFICATIONS/AMENDMENTS OF TENDER DOCUMENT:

- 5.1 A prospective bidder requiring any clarification on the tender document shall upload its queries one-procurement portal prior to **1700 HRS OF 20/3/2018**.
- 5.2 Purchaser shall upload the response to such queries, which are received in due time, **generally by 7 days** prior to the date of opening of the bids.
- 5.3 At any time, prior to the date of submission of bids, Purchaser may, for any reasons whether at its own initiative or in response to a clarification sought by a prospective bidder, modify the e-tender document by amendments.
- 5.4 The amendments/clarifications, if any, which are uploaded on the portal www.eprocure.gov.in shall form an integral part of the tender document, and shall be binding on all bidders.
- 5.5 It shall be the sole responsibility of the prospective bidders to check the web site <http://eprocure.gov.in> from time to time for any amendment in the e-tender documents. In case of failure to get the amendments, if any the department shall not be responsible for it. Interested bidders are required to keep abreast of latest corrigendum(s) issued by Purchaser till the date of submission of bid.

6.0 DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of:

- (1) Techno-commercial bid, and**
- (2) Financial bid**

Stamp and signature of bidder

- 6.1 All the documents to be submitted under the bid must be uploaded in pdf format along with scanned copy of Demand Draft/Banker's Cheque/Pay order payable at Shillong (Meghalaya) for Earnest Money Deposit (EMD) or valid NSIC/MSME certificate of exemption for the tendered items. However, original Demand Drafts/Banker's Cheque/Pay Order i.r.o. EMD or attested copy of valid NSIC/MSME certificate of exemption for the tendered items shall be submitted to **Accounts Officer (Admn), DOT, NE Telecom Circle, Shillong, 2nd Floor, CTO Building, Shillong(Meghalaya)-793001** upto **1600 Hrs of 6/4/2018**. The Purchaser reserves the right to seek actual documents for any uploaded documents during evaluation of the e-bid.
- 6.2 **The Techno-commercial e-bid for CCA/NE/Vehicle-50/Tender/2017-18 dated 7/3/2018 should contain:**
- a Scanned copy of Demand Draft/Banker's Cheque/Pay order payable at Shillong from Scheduled/Nationalised Bank of India for the prescribed amount **(Rs. 14000/-)** of Earnest Money Deposit (EMD) or valid NSIC/MSME certificate of exemption for the tendered items and documents, as applicable.
 - b Scanned copy of Board Resolution/Power of Attorney or letter of authorization duly signed by all partners/proprietor on the letter-head of the Firm/Company/Agency, as applicable, for signing of tender/bid documents and participation in tender on behalf of the Company/Agency/Firm. In case of power of Attorney the same should be executed on the non-judicial stamp paper as per prevailing guidelines in the respective state(s).
 - c Attested copy of Certificate of Registration of Company/Firm/Agency.
 - d Copy of the Registration Certificate (RC) of the vehicles and the permit for operating in Meghalaya and Assam, in the name of the bidder/Lease agreement partner as per Clause no. 2.1 of SECTION-II.
 - e Copy/Copies of Work Orders/contracts/certificates from the concerned Govt. offices/PSUs as per Clause No. 2.2 of SECTION-II.
 - f List of Partners/directors of the bidder along with Partnership Deed or Article/Memorandum of Association, as applicable.
 - g Copy of PAN card/GIR card of the organisation.
 - h Copy of Service Tax/GST Registration Certificate.
 - i Duly filled and signed Profile of bidder as per ANNEXURE-I and No near relative Declaration and Certificates as per Annexure-II.
 - j Duly filled and signed Bid Form as per ANNEXURE-IV.
 - k Tender document consisting of all Sections and Annexures, Subsequent Amendments/Clarifications if any, duly filled and signed by the authorised signatory with the stamp of the bidder.
- 6.3 No tender can be uploaded after **1700 Hrs of 5/4/2018**. Only in case the Last Date for physical submission of original Demand Drafts/Banker's Cheque/Pay order towards EMD and /or Date/Time of opening of Techno-commercial Bidis declared as Central Government holiday in Shillong (Meghalaya), the original EMD will be accepted up to the next working day till the same time and the Techno-commercial Bid will be opened on the next working day at the same time.
- 6.4 The Purchaser reserves the right to accept/reject any/all/part of the bids without assigning any reason.
- 6.5 Failure to furnish Earnest Money Deposit or valid NSIC/MSME certificate of exemption for the tendered items shall result in summarily rejection of the bid.

7.0 BID PRICES:

- 7.1 The prices/Rates (inclusive of all taxes & Duties after discount, if any) should be quoted online, in Indian Rupees as per the given Price Schedule/BoQ only.
- 7.2 It is mandatory to quote the rate/charges for all the items mentioned in Price Schedule/BoQ.
- 7.3 The column for quoting "RATE in INR inclusive of all taxes & Duties (after discount, if any) In Figures To be entered by the Bidder" should not be left blank. If there is no specific price towards any item/component, the same shall be indicated as „0" (Zero) in the relevant column. In case, it is left blank, the value of that field/column shall be treated as „0" (Zero).
- 7.4 A bid submitted with an adjustable or variable price will not be accepted.

8.0 EARNEST MONEY DEPOSIT (BID SECURITY):

8.1 FURNISHING OF EMD

- 8.1.1 Earnest Money Deposit (refundable) of **Rs. 14000/- (fourteen thousand only)** is to be furnished with the bid by way of valid Demand Draft/ Banker's Cheque/Pay order payable at Shillong (Meghalaya) from any Scheduled/Nationalised bank in India, drawn in favour of **C.A.O. (Cash), O/o CCA, DoT, NE Telecom Circle, Shillong**. Any other amount of money lying with the Purchaser cannot be adjusted against this head.
- 8.1.2 The bidder registered with National Small Scale Industries Corporation (NSIC) / MSME for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of Earnest Money Deposit, should submit an attested copy each of their valid NSIC/MSME certificate.

8.2 FORFEITURE OF EMD

The EMD shall stand forfeited if

- a. The bidder withdraws its offer before initial bid validity.
- b. The successful bidder, whose tender is accepted, fails or refuses to furnish the security deposit amount within the stipulated time, or fails or refuses to execute the contract.
- c. It is established that near-relatives of bidder is working in the units of DOT, as detailed in this document.
- d. In case, it is found that tender document submitted by the bidder has been altered by way of tampering or doctoring.

8.3 REFUND/RELEASE OF EMD

- 8.3.1 **No interest would be payable for any period on EMD or on any other amount lying with the Purchaser.**
- 8.3.2 The EMD amount will be refunded/released only after finalisation of tender, and on receipt of written request from the unsuccessful bidders.
- 8.3.3 The EMD of the successful bidder will be refunded/released only after the receipt of the prescribed Performance Security Deposit/Bank Guarantee(PBG).

9.0 PERIOD OF VALIDITY OF BIDS:

Stamp and signature of bidder

- 9.1 The prices quoted in the bid shall remain valid for acceptance by the Purchaser for a **period of 180 days** from the date of opening of bids. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 9.2 In case the Purchaser requests, in writing, the bidders to extend the period of validity of their bids, they may confirm the extension of the validity of their bids in writing, unconditionally. A bidder may refuse the request without forfeiting its Earnest Money Deposit. A bidder accepting the request and granting extension will not be permitted to modify its bid.

10.0 SUBMISSION OF BIDS:

- 10.1 The bidders shall upload their bids online at e-procurement portal, in response to the e-tender published by the department. Bid submission can be done from **1200 Hrs of 7/3/2018** till the Bid Submission End Date/Time of receipt of e-bids, as mentioned in the schedule in NIT (Section-I). **Original Demand Drafts/ Banker's Cheque/Pay order payable at Shillong for EMD or attested copy of valid NSIC/MSME certificate of exemption for the tendered items must be received by the Purchaser at the address Accounts Officer (Admn), DOT, NE Telecom Circle, Shillong, 2nd Floor, CTO Building, Shillong(Meghalaya)-793001 not later than the prescribed time on due date (1600 Hrs of 6/4/2018).** In case the Last Date for physical submission of original Demand Drafts/Banker's Cheque/Pay order towards EMD and /or Date/Time of opening of Techno-commercial Bid is declared as Central Government holiday in Shillong (Meghalaya), the original EMD will be accepted up to the next working day till the same time and the Techno-commercial Bid will be opened on the next working day at the same time.
- 10.2 The bidders should start the bid submission process well in advance so that they can submit their e-bid in time. The bidder should submit their e-bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
- 10.3 Once the e-bid submission date and time is over, the bidders cannot submit their e-bid.**
- 10.4 The Purchaser shall not be responsible for delay in submission of e-bid due to any reasons. No other mode of submitting the bid except the online method shall be entertained.
- 10.5 The Purchaser shall not be responsible if the bids are uploaded in any other portal than the one specified.
- 10.6 The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the tender document in accordance with Clause 5 of SECTION-II in which case all rights and obligations of the Purchaser and bidders prior to the deadline will thereafter be subject to the deadline as extended.
- 10.7 Not more than one bid shall be permitted from a single bidder otherwise all the bids submitted by such bidder shall be summarily rejected.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

Stamp and signature of bidder

The bidder may modify, withdraw or re-submit its e-bid online only, before the bid Submission End Date/Time as per provisions available in CPP Portal.

12.0 OPENING OF BIDS:

- 12.1 A two stage process shall be adopted in the evaluation of the bids. The Purchaser shall open Techno-commercial bids online and check the Techno-commercial bids proposal online.
- 12.2 Bidder(s) may check portal for status of tender opening, online.
- 12.3 The date fixed for opening of bids, if subsequently declared as central government holiday in Shillong (Meghalaya), the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day at the same time.

13.0 CLARIFICATION OF BIDS BY THE PURCHASER:

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion, seek clarification/document(s) of its bid from the bidder. Only the information furnished, by the bidder, shall be considered in future evaluation. However, no post-bid clarification at the initiative of any bidder shall be entertained.

14.0 TECHNO-COMMERCIAL BID EVALUATION:

- 14.1 The bids will be evaluated Techno-commercially to determine whether they are complete, whether documents have been properly submitted, and whether bids are generally in order and qualify for opening and evaluation of financial bid.
- 14.2 A bid shall be considered substantially responsive if it confirms to the terms and conditions of the tender document without any material deviation.
- 14.3 The Purchaser or his authorized representatives shall have the right to inspect the works, offices etc. of the bidder, for verification of facts furnished by the bidder in support of his bid documents, and the bidder is bound to assist / answer any query made by the Purchaser.

15.0 FINANCIAL BID OPENING/FINANCIAL EVALUATIONS AND COMPARISON OF BIDS:

- 15.1 Techno-commercially responsive bid shall be shortlist by the Purchaser for opening of their financial bid. **Successful bidders would be intimated regarding opening of financial bids.** The Financial Bids of techno-commercially unsuccessful bidders would not be opened.
- 15.2 Prices quoted in the Price Schedule only will be considered for evaluation.
- 15.3 The evaluation and comparison of responsive bids shall be done on the basis of quoted price of all tendered items including all taxes, levies, duties etc., as indicated in the Price Schedule.
- 15.5 The Purchaser may waive 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.

16.0 CONTACTING THE PURCHASER:

- 16.1 No bidder shall try to influence the Purchaser on any matter relating to its bid,

Stamp and signature of bidder

from the time of the bid opening till the time the contract is awarded.

- 16.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid of that bidder.

17.0 PLACEMENT OF ORDER:

- 17.1 The Purchaser shall consider placement of orders for providing vehicles on hiring basis on the bidder whose offer has been found techno-commercially and financially acceptable. The tender will be awarded to the lowest (L-1) bidder.
- 17.2 The Purchaser shall place an Advance Purchase Order of the tendered quantity on the bidder whose offer has been accepted. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into the contract with the bidder. The bidder shall, within the stipulated time, furnish performance security in conformity with the terms and conditions, in the form of a demand draft or bank guarantee as per the proforma enclosed at **ANNEXURE-III**, from any Scheduled/Nationalised bank in India and sign a contract agreement with the office on non-judicial stamp paper of Rs. 100/- at his own cost.
- 17.3 Failure to furnish performance security and sign the contract agreement within the stipulated time may result in cancellation of Advance Purchase Order along with forfeiture of the EMD. In such an event Purchaser may award the contract to any other responsive bidder or call for new bids at its discretion.
- 17.4 Purchase/Work Orders will be placed from time to time, as per requirement only that too after the acceptance of the performance security submitted by the bidder.
- 17.5 The issue of First Purchase/Work Order shall constitute the Award of Contract on the bidder. However, it should be clearly noted that Purchaser shall place the first order or subsequent orders for any numbers of vehicles, **only as per the actual requirement, from time to time**

18.0 PURCHASER'S RIGHT TO VARY QUANTITIES:

- 18.1 Purchaser will have the right to increase or decrease the quantity up to 25% of the quantity of goods/services specified in the schedule of requirements without any change in the unit price of the tendered quantities or other terms and conditions.
- 18.2 The Purchaser reserves the right to short close the tender at any stage.

19.0 DISQUALIFICATION OF BIDDER:

- 19.1 Purchaser reserves the right to disqualify the Contractor for a period as deemed fit who have habitually failed to supply the goods or perform the services as per tender terms & conditions. Further, the Contractor who does not perform satisfactorily in accordance with the specifications may also be disqualified for a period as deemed fit by the Purchaser.
- 19.2 The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender, as per **Annexure-II**. None of the near relative of proprietor OR all partners of partnership OR all the

Stamp and signature of bidder

Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state should be working in the unit where the tender is being applied. Due to any breach of these conditions by the Company or Firm or Agency or any other person the tender will be cancelled and Earnest Money Deposit will be forfeited at any stage whenever it is noticed and Purchaser will not pay any damage to the Company or Firm or Agency or the concerned person. The Company or Firm or Agency or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as: -

- a. Members of a Hindu undivided family/**Suitably for a matrilineal family.**
- b. They are husband and wife.
- c. The one is related to the other in the manner as father, mother, son(s) & Son"s wife (daughter in law), Daughter(s) and daughter"s husband (son in law), brother(s) and brother"s wife, sister(s) and sister"s husband (brother in law).

**SECTION - III
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

1.0 APPLICATION:

The General Conditions shall apply in contracts made by the Purchaser for Hiring of Light **Commercial Vehicles**. The submission of bid against this tender shall bind the bidder for acceptance of all the terms and conditions of this tender document including the amendments, if any.

2.0 SPECIFICATIONS:

The Services/Goods supplied under this contract shall conform to the Technical Specifications mentioned in Section-V & Special conditions mentioned in Section-IV.

3.0 PERFORMANCE SECURITY:

- 3.1 The Contractor shall furnish performance security to the Purchaser for an amount equal to 5% of the Contract Price for the goods/Services as prescribed in Advance Purchase Order within **15 days** of issue of the Advance Purchase Order.
- 3.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for non-compliance or any loss resulting on account of the Contractor's failure to complete its obligations under the contract.
- 3.3 The performance security may be submitted in the form of demand draft payable at Shillong (Meghalaya) drawn in any Scheduled/Nationalised bank in India in favour of **C.A.O. (Cash), O/o Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** or in the form of a Performance Bank Guarantee (PBG) issued by a Scheduled/Nationalised bank and in the proforma provided in „**Annexure-III**“ of this tender document.
- 3.4 The Performance Bank Guarantee (PBG) shall be valid for at least **24 Months** from the date of Advance Purchase Order. The PBG shall be renewed from time-to-time till all the liabilities of providing vehicles on hiring basis are resolved by the Contractor.
- 3.5 In case, any amount of Liquidated Damages (L/D) is recovered from PBG, the Contractor shall replenish the PBG to original value within **30 days** of recovery.
- 3.6 The Purchaser will discharge the performance security bond, deducting the pending dues, liquidated damages, if any, after completion of the Contractor's performance obligations.
- 3.7 **No interest shall be paid on the performance security deposit amount.**

4.0 INSPECTION:

- 4.1 The Purchaser or his representative shall have the right to inspect the vehicles for their conformity to the specifications, before providing of services to the Purchaser or at any time during the contract.
- 4.2 Should any inspected vehicle fail to conform to the specifications, the Purchaser may reject them and the Contractor shall either replace the rejected vehicle or make all alterations necessary to meet specification requirements, free of cost to the Purchaser.
- 4.3 Nothing in Clause 4 as above shall in any way release the Contractor from any other obligations under this contract.

Stamp and signature of bidder

5.0 DELIVERY:

- 5.1 Initial requirement of vehicles shall be provided by the Contractor **on the next day** of award of contract or the date mentioned by the Purchaser in the Purchase/Work order.
- 5.2 Delivery of the services shall be made by the Contractor in accordance with the Schedule of Requirements (SOR) i.e. Section-V and the Special Conditions of the contract i.e. Section-IV.
- 5.3 The delivery of the services should be strictly as per the schedule.
- 5.4 **The Purchaser reserves the right to cancel/change the Purchase/Work Order, before delivery of services, at any time, as per requirement.**

6.0 PAYMENT TERMS:

- 6.1 Payment shall be made on conclusion of the calendar month, only on the basis of duties performed.
- 6.2 Photocopies of the documents i.e. RC of the vehicle registered as Taxi, valid Route permit of vehicle, Comprehensive Insurance, Pollution Check Certificate, Authorized Driving License of Driver etc. shall be deposited with **Accounts Officer (Admn), DOT, NE Telecom Circle, Shillong, 2nd Floor, CTO Building, Shillong(Meghalaya)-793001** at the time of providing the vehicle and as and when required.
- 6.3 Vehicle wise monthly bills shall be submitted in duplicate to **Accounts Officer (Admn), DOT, NE Telecom Circle, Shillong, 2nd Floor, CTO Building, Shillong(Meghalaya)-793001** along with the attested copy of the log book duly signed by the user of the vehicle and original parking/Toll slips, **latest by the 2nd week of the following month.**

7.0 PRICES:

- 7.1 Prices charged by the Contractor for the Works performed under the contract shall not be higher than the prices quoted by the Contractor in his Bid.
- 7.2 The accepted prices shall remain valid and operative during currency of the contract.

8.0 SUB-CONTRACTS:

No sub-contracts are permitted.

9.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE:

- 9.1 Performance of the services shall be made by the Contractor in accordance with the time schedule specified by the Purchaser in its Purchase/Work order. In case the services are not as per tender specifications, Purchaser reserves the right to short close/cancel this Purchase/Work order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Contractor and Purchaser reserves the right to purchase balance unsupplied item/services at the risk and cost of the defaulting Contractor.
- 9.2 Delay by the Contractor in the performance of its delivery shall render the Contractor liable to any or all of the following sanctions, viz., imposition of liquidated damages, forfeiture of its performance security and/or termination of the contract for default.

Stamp and signature of bidder

10.0 LIQUIDATED DAMAGES (LD):

- 10.1. In case of break down, vehicle have to be replaced by other equivalent vehicle in good condition immediately within one hour. In case of non-availability of suitable vehicle beyond one hour, **LD of Rs. 100/- per hour** or part thereof, subject to a maximum LD of Rs. 500/- per day shall be imposed in addition to deduction on pro-rata basis (No. of hours for pro-rata basis shall be no. of working hours in the day) for the period for that day. If the number of break down exceeds three times in a month, LD of Rs.200/- per hour or part thereof, subject to a maximum **LD of Rs. 1000/- per day** beyond three occasions shall be imposed in addition to deduction or pro-rata basis for the period on each day. Break down means the vehicle is not in a condition to deliver the service as per tender, during the journey or after reporting on duty.
- 10.2. In case of non-availability of vehicle, LD of Rs. 500/- per day shall be imposed in addition to deduction at pro-rata basis (No. of days for pro-rata basis shall be no. of working days in the month) for that day. If the non-availability of vehicle exceeds **three days in a month, LD of Rs. 1000/- per day** beyond three days shall be imposed in addition to deduction at pro-rata basis for each day. Excess cost due to hiring of vehicle from the market in the event of failure of Contractor to provide requisitioned vehicle, will also be recovered from the Contractor.
- 10.3. In case of non-availability of vehicle at reporting time or during extra hours, Penalty of Rs 100/- per hour shall be imposed, subject to a maximum LD of Rs. 500/- per occasion. If the non-availability of vehicle at reporting time or during extra hours exceeds three occasions in a month, Penalty of Rs 200/-per hour shall be imposed, subject to a maximum LD of Rs. 1000/- per occasion beyond three occasions.
- 10.4. The Contractor shall ensure that the vehicle"s meter functions correctly. In case the meter goes faulty the faulty meter shall be repaired immediately by the next day or the vehicle shall be replaced till the meter is rectified. In case the meter is found tampered with, a LD of Rs 1000/- shall be levied, and shall render the Contractor liable to any or all of the following sanctions viz; forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract.

11.0 FORCE MAJEURE:

- 11.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons 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 event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and delivery of Works/Service under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding **60 days**, either party may, at its option, terminate the contract.

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12.0 TERMINATION FOR DEFAULT:

- 12.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part, if the Contractor
- a. fails to deliver any or all of the works/Service within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser;
 - b. Works/Service remain perpetually unsatisfactory;
 - c. fails/delays to perform any other obligation(s) under the Contract; and
 - d. in either of the above circumstances, does not remedy his failure within a **period of 10 day** (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 12.2. In the event the Purchaser terminates the contract in whole or in part pursuant to Clause 12.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the Contractor shall be liable to the Purchaser for any excess cost for such similar works. However the Contractor shall continue the performance of the contract to the extent not terminated. The Contractor shall be entitled to payments for the goods/services provided upto the time of such termination of the contract.

13.0 TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

14.0 ARBITRATION:

- 14.1 In the event of any dispute or difference arising as to the execution of the contract or as to the respective rights or liabilities of the parties or the interpretation of any condition of agreement (except as to any matters the decision of which is specially provided for any by those or the special conditions) the same shall be referred to the sole arbitration of **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** or of his nominee. If the post of **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** is vacant, a higher authority or his nominee will act as Sole Arbitrator. The award of the arbitrator shall be final and binding on the parties to the agreement.
- 14.2 The arbitrator may from time to time with the consent of the parties to the agreement enlarge the time for making the award.
- 14.3 Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be the discretion of the arbitrator.
- 14.4 The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act. 1996.
- 14.5 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 another person shall be appointed to act as arbitrator by Department of Telecommunications in accordance with terms of agreement and person so appointed shall be entitled to proceed from the stage at which it was

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left out by his predecessors.

- 14.6 The venue of arbitration shall be Shillong (Meghalaya) the place from which the acceptance note is issued or such other places, as the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** at his discretion may determine. In this Clause, the terms **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** includes any other officer who is for the time being discharging the duties of **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)**, whether in addition to other functions or otherwise.

15.0 SET OFF:

Any sum of money payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by the Purchaser or any other person or persons contracting through the Purchaser and set off the same against any claim of the Purchaser or such other person or persons for payment of sum of money arising out of this contract or under any other contract made by the Contractor with Purchaser or such other person or persons contracting through the Purchaser.

16.0 COURT JURISDICTION:

This Contract and Purchase/Work Orders are subject to jurisdiction of the competent Courts at Shillong (Meghalaya) only.

17.0 CURRENCY OF CONTRACT:

The contract shall be valid for a period of 1 Year from date of award of contract. However, it may be extended for further a period not more than 6 (six) months at a time (up to a maximum of one year) if agreed mutually by the Contractor and Purchaser, on the same terms and conditions.

18.0 PAYMENT METHOD:

- 18.1 Payment shall be made to the Contractor electronically or through cheque for which a Contractor shall provide the necessary details of his bank account etc.
- 18.2 Applicable taxes shall be deducted at source at the time of payment to the Contractor, in accordance with the provisions of the relevant applicable Acts.

19.0 PAYING AUTHORITY:

Accounts Officer (Admn) O/o Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya) or any other officer so designated shall be the paying authority and C.A.O. (Cash), O/o CCA NE, Shillong (Meghalaya) will be the disbursing authority.

20.0 Reporting/Controlling Officer:

Name of Reporting/Controlling officer and alternate Reporting/Controlling officer shall be mentioned in Purchase/Work order.

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

- 1.0** The special conditions of contract shall supplement the „Instructions to the Bidders“ as contained in Section-II & “General (Commercial) Conditions of the Contract” as contained in Section-III and wherever there is a conflict, the provisions herein shall prevail over those in Section-II and Section-III. If there is any discrepancy in NIT published in newspapers and eligibility, terms & conditions stipulated in tender document, provision in the tender documents will prevail.

For interpretation of any condition of this tender document, the decision of Purchaser shall be final and binding on the Bidder.

2.0 SERVICE:

Provision of registered Light Commercial Vehicles(along with drivers), permitted to operate under various rules/guidelines of government, statutory bodies etc. of make 2014 or later, for the O/o **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** on hiring basis for running in Meghalaya and Assam.

3.0 QUANTITY:

- 3.1** **Estimated number of vehicles to be hired is 2 (one AC car and one Non-AC car)** and may be increased or decreased, depending on the requirement. However, it should be clearly noted that Purchaser shall place the order only as per the actual requirement from time to time.
- 3.2** Purchaser will have the right to increase or decrease the number of vehicles specified in the bid document without any change in the unit price ordered or other terms and conditions during the currency of contract.
- 3.3** In case of any additional requirement, vehicle(s) may be called for some specified period of few days and payment will be made on pro-rata basis as per clause 9.2 of Section-IV.

4.0 DUTY HOURS:

- 4.1** Duty hours is from 9 AM to 7 PM from Monday to Friday.
- 4.2** The vehicle is normally required to run Ten hours per day on all days of the month except weekends i.e. Saturday and Sunday and cover 1000 Kms in a month. In exigencies of service the vehicle may be called at any time on any day including holidays and weekends. Duty time commences from the time of reporting at reporting place and ends at the releasing time on each day by the user.
- 4.3** In exigencies office/user can detain/call/use the vehicle/driver beyond 10 hours and Night halt also for which the payment will be made as per terms & conditions. In case Four days SERVICE OFFs are not given in a month, payment shall be made as per charges quoted for duty performed beyond 10 hours in lieu of each of the balance SERVICE OFFs subject to a maximum of 10 Hrs overtime in lieu of one SERVICE OFF.
- 4.4** Contractor must have a Telephone Number/mobile number and e-mail ID, where requisition of vehicles can be conveyed at any time during the 24 hrs. Telephone/Mobile number & e-mail ID both must be specified in Profile of Bidder (**Annexure-I**) of the bid.

Stamp and signature of bidder

- 4.5 The Contractor shall provide a working mobile phone to each of the drivers, so as to enable the Office/User to contact them and vice versa as and when required, during the period of the contract.

5.0 DOCUMENTS:

The Supplier/Contractor shall submit photocopies of the various documents i.e. RC of the vehicle registered as Taxi, valid Route permit of vehicle, Comprehensive Insurance, Pollution Check Certificate, commercial Driving License of Driver etc. to **AO(Admn) O/o CCA, DoT, NE Telecom Circle, Shillong** and also as and when the vehicle/driver is changed, as case may be.

6.0 INSPECTION:

Authority designated by the Purchaser can inspect the vehicle any time. It will be a general inspection which will include general upkeep of the vehicle, neatness & cleanliness of the exteriors & interiors, documents etc. In case of deviation, instructions issued by designated authority shall be binding on the Contractor. Contractor shall ensure that vehicles are supplied & operated in compliance to the terms & conditions of the contract.

7.0 NOTICE PERIOD:

- 7.1 In case of any requirement of vehicle/vehicles as per Clause 3 of SECTION-IV, same will be conveyed to the Contractor one day in advance.
- 7.2 **Telephonic intimation or communication through e-mail shall be considered as notice.**

8.0 REPORTING PLACE:

- 8.1 Reporting place would be O/o **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** or any place within Shillong.
- 8.2 Actual place of reporting shall be as specified by user of the vehicle, as the case may be, from time to time.
- 8.3 In the absence of Reporting/Controlling officer the vehicle shall report to alternate Reporting/Controlling officer at O/o **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)**. In case of absence of both Reporting/Controlling officer and Alternate Reporting/Controlling officer, the vehicle shall report to the Officer authorized by Reporting/Controlling officer.

9.0 COUNTING OF DISTANCE:

- 9.1 The counting of distance will be effective from the start point of the user and will close at the point where the user completes his/her travel. The distance covered each way between user reporting address and the garage/ normal parking place will also be included in calculation on actual basis or 4kms whichever is less. The total distance calculation for a particular month will be done adding the actual Kms run for official use and total Kms run from garage to delivery address and Kms run from point of completion of travel to garage for complete month. For example for calculation of monthly Kms – say actual Kms run for official use is 900 Kms, total Kms run from garage to point of reporting and point of completion of travel to garage is 200 Kms then Kms run for calculation of bill will be 1100 Kms.
- 9.2 In case a vehicle is provided for part of a month, the payment/SERVICE OFF shall be given on pro-rata basis using 30 days in a month. However, the Kms run beyond 1000 Kms and Night Halts shall be paid on quoted rates.

10.0 OTHER CONDITIONS:

- 10.1 The vehicle can be used anywhere in the territorial jurisdiction of Meghalaya and Assam. However in case of emergent official need Purchaser may ask the Supplier/Contractor to provide vehicle for other parts of North East India / North East Licensed Service Area.**
- 10.2 The vehicle should be in good condition & well maintained. Interior/Upholstery of the vehicle should also be well maintained & is to be kept neat and clean.
- 10.3 In case, Interior/Upholstery/Vehicle is not found upto the satisfaction of the Controlling officer, the same will get replaced immediately by Contractor.
- 10.4 The Contractor shall send the vehicle for periodical servicing at the cost of the Contractor, Purchaser will neither pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the Contractor's liability.
- 10.5 The meter reading should tally the actual distance of run at any instant and Controlling officer shall have full powers to check up the meter for its correctness and to take action accordingly.
- 10.6 Change of commercial vehicle of equivalent/ better type and model on same approved rate, will be allowed on request of Contractor and approval of Controlling officer.**
- 10.7 Change of other type of vehicle will be allowed during break down of that vehicle and with approval/covering approval of Controlling officer.
- 10.8 Payment of all kinds of Government taxes or duties (GST, State Tax, Local Body Tax, Entry Tax etc.) for plying vehicles will be the liability of the Contractor.
- 10.9 Parking and Toll charges, if any, may be claimed by producing the parking/Toll slips.
- 10.10 The Contractor shall abide with all local/municipal/state/central laws and regulations.
- 10.11 Any liability under any Act or Statute shall be of the Contractor and under no circumstances shall Purchaser assume responsibility.
- 10.12 The driver of the vehicle should be fully conversant with the various routes and should be well behaved and properly dressed. He should be knowing Hindi besides other languages.**
- 10.13 The driver deployed by the Contractor for the job shall be medically fit and possess good conduct and be amenable to discipline.
- 10.14 The Driver will not normally be changed, except for the cases where office/user instructs the Contractor for change or the Contractor requests at least one day before.**
- 10.15 The Contractor shall assign the job of driving of the hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. Purchaser shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to the Purchaser/User have to be suitably compensated by Contractor.

Stamp and signature of bidder

- 10.16 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. Any breach of such laws or regulations shall be deemed to be breach of this contract.
- 10.17 Tampering of meter or log book and misbehaviour by the driver(s) shall be viewed seriously and may lead to cancellation of the contract.**
- 10.18 If any of the driver engaged by the Contractor misbehaves with any of the officials of the Purchaser, the Contractor shall replace him immediately.
- 10.19 On repeated defaults, the contract is liable to be cancelled at the risk and cost of the Contractor.
- 10.20 In the event of bidder unable to supply the entire quantity of vehicles, the remaining quantity will be awarded to the second lowest responsive bidder (L2) at the rates offered by the lowest responsive bidder.**
- 10.1 **TOLERANCE CLAUSE: -**
- 10.21 During the period starting from issues of tender enquiry till placement of the contract, O/O CC, DoT, NE Telecom Circle, Shillong reserves the right to increase or decrease the quantity of the required vehicles without any change in the terms & conditions and prices quoted by the tenderer. O/o CCA, DoT, NE Telecom Circle, Shillong reserves he right to increase or decrease the number of vehicles in exigencies of service.
- 10.22 The same vehicle and driver should continue the duty regularly. Frequent change of the vehicle and driver without assigning valid reasons will not be allowed and could be considered as reasons for termination of the contract.
- 10.23 Conditional Bids shall not be considered and will be rejected summarily.**
- 10.24 The contractor/service provider shall be responsible for all litigations arising out of the non-payment of road tax, service tax etc and other dues to the appropriate authorities and also for the payment of due compensation to the drivers and any other parties involved in the event of deaths/injuries/damage arising out of accidents and due to various other causes etc.
- 10.25 The successful firms/agency shall not deploy any of the taxies provided/attached to this office for any other commercial purpose, after duty hours or on holiday.
- 10.26 The contractor/service provider shall be responsible for complying with obligation under Income Tax/GST, ESI,PF, Contract Labour (Regulation and Abolition) Act, Wages Act, Labour Laws etc. and damages to third party arising due to accident etc.

SECTION - V TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS

1.0 SERVICE:

On Monthly basis:

SN.	Type of Vehicle	Model	Make	Quantity	Job Description
1	AC Vehicle	ETIOS (Toyota) /Maruti Ciaz/Ford Figo/Hyundai 120 Or equivalent	2014 or later	1	Hiring of registered commercial vehicle(s) permitted to operate under various rules/guidelines of government, statutory bodies etc. For office purpose with a sage of Approx. 1000 Km/month
2	Non-AC Vehicle	Swift / Wagon-R / Santro/ Maruti 800/Alto/TAT A indica or equivalent	2014 or later	1	Hiring of registered commercial vehicle(s) permitted to operate under various rules/guidelines of government, statutory bodies etc. For office purpose with a usage of Approx. 1000 Km/month

Note: The general working time is 10 hours per day from 9AM to 7PM from Monday to Friday with offs on weekends i.e. Saturday and Sunday. However, in exigencies of office/user can detain/call/use the vehicle/driver beyond 10 hours, on Holidays and weekends, and Night halt also for which the payment will be made as per terms & conditions.

Place:

Date:

Signature of the Bidder/authorized signatory with Seal

Stamp and signature of bidder

ANNEXURE - I PROFILE OF BIDDER

1. Full Name of Bidder
2. Registered Address
3. Address of correspondence
4. Details of Contact/Authorized Person
Name & Designation _____
Address _____
Tel No. (Landline) _____ Mobile _____
Email ID _____ FAX: _____
5. Type of Firm/Company/Agency: Private Ltd./Public Ltd./Co-operative/PSU/Proprietary
(Please tick the appropriate)
6. Name(s) of Directors/ partners/ proprietor
7. PAN/GIR/TIN No. : _____
8. Service Tax/GST Registration No. : _____
9. Earnest money details: DD/Bankers Cheque No. _____ dated _____ for Rs..... drawn on bank _____
10. Bank Account details of the bidder:
 - a. Name and address of Bank
 - b. Account no.
 - c. MICR no.
 - d. IFSC code of Branch

I/We hereby declare that the information furnished above is true and correct.

(Signatures of Bidder/authorized signatory)

Name _____

Designation _____

Seal:

Stamp and signature of bidder

NO NEAR-RELATIVE DECLARATION and CERTIFICATES

(To be submitted by either authorized signatory or proprietor, or each partner/director in case of partnership Firms/Companies/Agencies)

I _____ son/daughter/wife of
Shri _____
_____Proprietor/Partner/Director/Authorised signatory/Representative of
M/s _____

(Name and address of the bidder) is competent to sign this declaration/certification and execute the tender document regarding "Hiring of Light Commercial Vehicles at O/o the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)**"

I _____ resident of _____ hereby certify that none of relatives of mine/proprietor/partners/directors of the Firm/Company/Agency is/are employed in the units where he/she is going to apply for the tender.

I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same;

I also certify that our Firm/Company/Agency will observe all legal formalities or/and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations. I shall be personally liable under the appropriate law.

I also hereby certify that the Firm/Company/Agency namely M/S.-----
----- is currently not blacklisted or debarred by DOT, or any other Government Department from taking part in Government tenders.

The Information/documents furnished here and along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Bidder/Proprietor/Partners/Director/Authorized Signatory)

Date:
Place:

Full Name: _____
Address: _____
Seal: _____

Stamp and signature of bidder

ANNEXURE - III

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called „the Government“) having agreed to exempt ----- (hereinafter called „the said Contractor(s)“ from the demand, under the terms and conditions of an agreement

/ (Purchase/Work Order) No. ----- Dated -----
made between ----- and ----- for Hiring of Light

Commercial Vehicles (hereinafter called „the said Agreement“), of performance security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for

----- we, (Name of the bank) -----

----- (hereinafter referred to as „the Bank“) at the

request of -----Contractor(s) do hereby undertake

to pay to the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the **Controller of Communication Account, DOT, NE Telecom Circle, Shillong (Meghalaya)** by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the **Controller of Communication Account, DOT, NE Telecom Circle, Shillong (Meghalaya)** by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** 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 ----- (5% of the contract value).

The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of 24 Months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the period of **24 Months** as the Purchaser may feel necessary in this behalf.

3. We undertake to pay to the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during for a period of 24 Months from the date of Advance Purchase Order (Date.....). And that it shall continue to be enforceable till all the dues of the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till -----

(Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.

Stamp and signature of bidder

5. We (Name of the bank) ----- further agree with the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** that the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** 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 time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** against said Contract(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 Contract(s) or for any forbearance, act or omission on the part of the

Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya) or any indulgence by the **Controller of Communication Accounts, DOT, NE Telecom Circle, Shillong (Meghalaya)** to the said contract(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 CCA
in writing.

Dated the ----- day of -----, Two thousand eighteen only.

For -----
(Indicate the name of the bank)

Witness: (Name & Signature)

1.

Telephone No.(s):-
STD Code-
FAX No.
E-Mail Address: -

**ANNEXURE - IV
BID FORM**

To,

The CCA, DoT, NE Telecom Circle, Shillong (Meghalaya) 793 001

Dear Sir,

Having examined the conditions of tender and specifications including clarifications/addenda the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the service/items quoted in Price Schedule of this bid document in conformity with said conditions of contract and specifications for a sum of amount as quoted in Price Schedule or such other sums as may be ascertained in accordance with the given Price Schedule/BoQ.

We undertake, if our Bid is accepted, to commence and complete deliveries as prescribed in the tender document. We also undertake to indemnify Purchaser and user against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the services/goods or any part thereof, supplied against the tender. Further we also undertake to indemnify the Purchaser and user in respect of any damages, claims, loss or action against Purchaser and user for acts of commission or omission on our part or on the part of our agents or servants or drivers.

If our Bid is accepted, we will obtain and provide to Purchaser the guarantees of a Scheduled/Nationalised Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract and enter into agreement within fifteen days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us. Until an agreement is signed and executed, thee-bid together with your written acceptance thereof, in your notification of award/Advance Purchase Order shall constitute a binding contract between us.

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.

e-Bid submitted by us is properly sealed/secured and prepared so as to prevent any subsequent alteration and replacement. No rate/charge for vehicles is quoted in the techno-commercial bid.

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

Dated thisday of2018.

(.....)

Signature of.....

in capacity of.....

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

Witness.....

Tele No.(s): -

Signature.....

FAX No.(s): -

Address.....

e-Mail Address: -

Stamp and signature of bidder

ANNEXURE-V

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

EVALUATION FORMULA:

The following evaluation formula shall be used to determine the Financial Bid price of the Vehicle (AC and non AC). The financial bids will only be opened for bidders who are technically qualified. The lowest bidder will be evaluated based on table as given below:-

Sl. No	Particulars	Rate in Figures	Rate in Words
1	Rate for first 1000 KMs per month	Rs.....	Rs.....
2	Rate beyond first 1000 KMs,(Rs..... per km)	Rs..... Per KM	Rs.....per km
3	Extra hours – (Rs..... per hour) beyond Working hours *	Rs..... Per hour	Rs.....per hour
4	Night halt charges.	Rs..... (per night)	Rs..... per night.
Total Evaluated Cost			Rs.....

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

*Working hours from 09.00 hours to 19.00 hours

SECTION-VIII
AGREEMENT

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

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

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

1. The transporters shall during the period of contract that is to say from date of execution of agreement to _____ or until this contract is determined by such notice as herein after mentioned will provide commercial vehicle not older than year 2014 model, on the rate accepted as described as schedule to this agreement. It is agreed by the contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of services by CCA Office, North East Circle, Shillong.
2. The contractor shall comply with all the terms and conditions of the Tender No: CCA/NE/Vehicle – 50/Tender/2017-18 Dated: 7/3/2018, which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorized officers of CCA Office, North East Circle, Shillong shall place orders (LoI) for their requirement on the official hire order form and will receive acknowledgement from the contractor for supply of vehicles. It is anticipated that the contractor will supply vehicle to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor will provide vehicles to CCA Office, North East Circle, Shillong not older than year 2015 and registered for the commercial purpose only and duty, taxes, Insurance etc. due for such vehicle shall be liability of the contractor.
5. The Contractor shall submit bills to the CCA Office, North East Circle, Shillong on monthly basis for release of payment for the vehicles supplied to them respectively.
6. The Driver or the vehicle shall be provided with the duty slips by the Contractor where date, time, KMs reading are to be filled and signed by the users/CCA Office, North East Circle, Shillong Officials. On the basis of these duty slips, the bill shall be raised to CCA Office, North East Circle, Shillong by the contractor **for the vehicles under their control.**
7. Vehicles shall be supplied by the contractor with following rate (inclusive of all taxes & duties as well as inclusive Service Tax).

Rate of charge per month up to 100 KM & per day 10 hrs duty in Rs. In figure and words	Rate Per Km in Rs. In figure and words for extra Km run beyond 10 Km per month	Rate in Rs. Per hour for duty performed beyond 10 hours per d (in figure & in words)

8. Duty hours will be calculated on the basis of the "from reporting time to releasing time" on each day by the user. Distance covered shall be calculated from garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.

Stamp and signature of bidder

9. If the Contractor fails to provide the vehicle to CCA Office, North East Circle, Shillong and if the service is not found satisfactory enough, the CCA Office, North East Circle, Shillong shall have the right to terminate the contract in whole or part **for the vehicles under their control.**
10. In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for the such changed vehicles to **CCA Office for the vehicles under their control.**~~—deleted—~~
11. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor. CCA Office, North East Circle, Shillong shall have no liability whatsoever.
12. The Tender document No: Tender No.CCA/NE/Vehicle-50/Tender/2017-18 Dated 7/3/2018, which is annexed to this agreement, is an integral part of this agreement.
13. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by contractor, to CCA Office, North East Circle, Shillong will not be liable for any loss, damage, etc. suffered / to be suffered by the Contractor or third party, as the case may be, and the contractor shall bear the sole liability arising out of such disputes.
14. If for any reason the **CCA Office** is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hiring period, it will be reported to the Contractor on writing by the **CCA Office**. The Contractor without raising any dispute on such assessment by the **CCA Office** regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
15. The Contractor shall also be liable for all fines, penalties and traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period. 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 The Controller of Communication Accounts, Department of Telecommunication, North East Circle, CTO Building, 2nd Floor, Shillong –793 001, Department of Telecommunications, Ministry of Communication, Govt. of India. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.
16. If the contractor institutes any legal proceedings against the purchaser to enforce any of its rights under this agreement it shall be in the legal jurisdiction of the purchaser where the vehicles have been hired and not the place where the contractor has its registered office.

Section-XI

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

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

To

The Controller of Communication Accounts,
Department of Telecommunication,
North East Circle,
CTO Building, 2nd Floor,
Shillong – 793 001.

Subject: Authorization for attending bid opening on _____ (date) in the
Tender

no: _____ dated: _____.

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

Name:

Specimen Signature of the authorized person:

Signature and date with Seal of bidder

Or

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

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

Section-XII
Tender Compliance Sheet

Sl No.	Description of documents to be submitted	Whether complied (Yes/No)	Remarks, if any
1	Scanned copy of Demand Draft/Banker's Cheque/Pay order payable at Shillong from Scheduled/Nationalised Bank of India for the prescribed amount (Rs. 14000/-) of Earnest Money Deposit (EMD) or valid NSIC/MSME certificate of exemption for the tendered items and documents, as applicable.		
2	Scanned copy of Board Resolution/Power of Attorney or letter of authorization duly signed by all partners/proprietor on the letter-head of the Firm/Company/Agency, as applicable, for signing of tender/bid documents and participation in tender on behalf of the Company/Agency/Firm. In case of power of Attorney the same should be executed on the non-judicial stamp paper as per prevailing guidelines in the respective state(s).		
3	Attested copy of Certificate of Registration of Company/Firm/Agency.		
4	Copy of the Registration Certificate (RC) of the vehicles and the permit for operating in Meghalaya and Assam, in the name of the bidder/Lease agreement partner as per Clause no. 2.1 of SECTION-II.		
4	Copy/Copies of Work Orders/contracts/certificates from the concerned Govt. offices/PSUs as per Clause No. 2.2 of SECTION-II		
6	List of Partners/directors of the bidder along with Partnership Deed or Article/Memorandum of Association, as applicable		
7	Copy of PAN card/GIR card of the organisation		
8	Copy of Service Tax/GST Registration Certificate.		
9	Duly filled and signed Profile of bidder as per ANNEXURE-I and No near relative Declaration and Certificates as per Annexure-II.		
10	Duly filled and signed Bid Form as per ANNEXURE-IV.		
11	Tender document consisting of all Sections and Annexure's, Subsequent Amendments/Clarifications if any, duly filled and signed by the authorised signatory with the stamp of the bidder		
12	Authorization letter, Section-XI		
13	Any other documents which is not mentioned in this table but are required as per this tender.		
14	Section-V , Technical specification & schedule of requirement.		
15	Annexure-IV Bid form and Annexure-V Evaluation formula		
16	Technical information.		

Stamp and signature of bidder