

Government of India  
Ministry of Communications  
Department of Telecommunication  
Dy. Director General, Telecom Enforcement, Resources &  
Monitoring Cell, Mumbai  
5<sup>th</sup> Floor, Saki Vihar Telephone Exchange Building  
Saki Vihar Road, Andheri (East),  
Mumbai 400 072  
**Website: [www.dot.gov.in](http://www.dot.gov.in)**

Tender No. DDG/TERM/MBI/Vehicle Tender/2017-18/423/6 dated 11.04.2017

E-BID DOCUMENT

For Providing Vehicles on Hiring Basis to  
Telecom Enforcement, Resources & Monitoring Cell  
Mumbai

Not transferable

Price of Bid Document : Rs. 575/-

(Visit us at [www.dot.gov.in](http://www.dot.gov.in), <http://eprocure.gov.in/eprocure/app> or <http://eprocure.gov.in/epublish/app> )

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**O/o Deputy Director General(TERM) Mumbai  
(Telecom Enforcement, Resources & Monitoring)  
Government of India, Ministry of Communications  
Department of Telecommunications  
5<sup>th</sup> Floor, Saki Vihar Telephone Exchange Bldg, Saki Vihar Road, Andheri (East),  
Mumbai 400 072**

Tender No. DDG/TERM/MBI/Vehicle Tender/2017-18/423/6 dated 11.04.2017

**NOTICE INVITING TENDER**

1. E-Tender on behalf of the President of India, are invited under Two Packet System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies /Firms /Agencies for Providing Vehicles on Hiring Basis to the office of DDG (TERM), Mumbai, for a period of one year.

Description of services	Vehicles Models	Type of Vehicle	Qty	Estimated Cost	Usage Area
Hired commercial registered vehicles on monthly basis	Tata Indica, Maruti Suzuki Wagon R or higher version. (Registered on or after 1-Jan-2013.)	Non-AC	2	11 Lakhs.	Mumbai(Dist) including sub-urban, Thane(Dist), Navi Mumbai and Raigad(Dist)
	Maruti Suzuki SX4 Vxi, Maruti Suzuki Swift Dzire, Tata Indigo, Hyundai Accent, Maruti Suzuki or higher version. (Registered on or after 1-Jan-2013.)	AC	1		

Note: The tenderer should submit DD for Rs.22,000/- for the above EMD. The DD has to be submitted off line before **15:30 hrs on 02.05.2017** and scanned copy of DD to be uploaded online before **15:00 hrs on 02.05.2017**.

**1. Schedule:**

- Date of issue of Bid Document : Bidder can download the Bid Document from **11.04.2017** from the DOT website <http://www.dot.gov.in> or the E Procurement portal <http://eprocure.gov.in/eprocure/app> by using bidder login credentials.
- Last Date & time for receipt of tender : **02.05.2017 at 15:00 hrs.**
- Physical submission of EMD and tender fee : **02.05.2017 at 15:30 hrs.**
- On-line opening of Tender Bids(Technical bids) : **03.05.2017 at 15:30 hrs.**
- Date & time for opening of Financial Bid for Technically qualified bidders. : Will be intimated later.
- Place of opening the Tenders : O/o DDG(TERM), 5<sup>th</sup> Floor Technical Wing  
MTNL Saki vihar Telephone Exchange  
Saki vihar, Andheri (East)  
Mumbai-72
- Bid Validity Period/Validity of Bid offer for Acceptance by DOT : 90 days from the date of opening of the tender.

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

- 4. Tender Document Fee** : DD for an amount of Rs.575/- (Rupees Five Hundred and Seventy Five only) inclusive of applicable taxes (non refundable) from Nationalized / Scheduled bank drawn in favour of "CAO, CCA (Maharashtra), Mumbai payable at Mumbai has to be submitted offline (Scanned copy of DD to be uploaded

online) towards tender document fee failing which the tender bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

**5.Submission of Tenders:** The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e (i) technical bid and (ii) financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in clause No.16 of Section-II of the Tender Document.

6.The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the DDG (TERM),Mumbai , Ministry of Communication & IT, and Department of Telecommunications in this regard shall be final and binding on all.

7.The aforesaid DDs/Pay orders towards cost for Tender Document and EMD should be submitted offline to the tender inviting authority i.e Director -II(TERM),Mumbai TERM Cell on or before **15:30 hrs on 02.05.2017** and the scanned copy to be uploaded online or before **15:00 hrs on 02.05.2017** .The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

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

Director -II(TERM)  
Office of Dy. Director General(TERM)  
5<sup>th</sup> Floor, SakiVihar Tele Exch Bldg  
Saki Vihar road, Andheri (E), Mumbai -72

**SECTION II  
INSTRUCTIONS TO BIDDERS**

**1. Definitions:**

- i. "The purchaser" means the Department of Telecommunications, Ministry of Communications & IT, Government of India.
- ii. "The bidder" means the individual or firm who participates in this tender and submit its bid.
- iii. "The supplier" means the individual or firm providing services under contract.
- iv. The Services means all the Services, which the supplier is required to provide to the purchaser under the contract.
- v. Letter Of Intent (LOI) means the written communication to the successful bidder of the intention of the purchaser to accept the tender as per the terms & conditions contained & referred there in.
- vi. "The Purchase Order" means the written order placed by the purchaser on the supplier signed by purchaser including all section incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- vii. "The contract Price" means the price payable to the supplier under the purchase order/work order for the full & proper compliance of his contractual obligations.
- viii. The records, terms & expressions not specifically defined herein or in the tender documents, shall have the same meaning assigned to them, as the case may be. The Head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
- ix. Date of receipt of communication of purchase order will be taken as actual date of receipt or 7 days from date of dispatch in case of postal delivery; whichever is earlier unless specifically mentioned.

**2. Services to be provided : As per Section V.**

**3. Eligibility Criteria**

- i. The tendering Company / Firm / Agency should be registered with appropriate registration authorities, as given below:-
  - a. Under Indian Companies Act and/or Bombay Shops & Establishments Act 1948, as applicable
  - b. Income Tax
  - c. Service Tax
- ii. The bidder should have a minimum turnover of **Rs. 5 lakhs** during any one of the last 3 financial years ( 2013-14 or 2014-15 or 2015-2016).
- iii. The Bidder should own at least three vehicles (one AC and 2 Non-AC) of model which was registered on or after 1<sup>st</sup> January 2013, registered in their name or firm's name for use as commercial vehicles in the state of Maharashtra. The proof of ownership should be produced when called for.
- iv. The Bidder shall have experience of minimum 2 years as on 01.12.2017 (within last five years) for similar type of contract of supplying not less than 3 commercial vehicles to Govt. Organizations, Public Sector Undertakings, Banks or Public/Private Limited Companies.

**4. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of the bid. DoT in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

**5. Bid Document**

- i. Bid document includes
  - a. Notice Inviting Tender- Section I
  - b. Instructions to Bidders- Section II
  - c. General (Commercial) Conditions of Contract- Section III
  - d. Special Conditions of the Contract- Section IV
  - e. Schedule of Requirements- Section V
  - f. Technical Bid Form – Section VI
  - g. Financial Bid Form- Section VII
  - h. Format for Performance Bank Guarantee- Section VIII
  - i. format for Agreement – Section IX
  - j. Check list & instructions of bid document- Section X
  - k. Format for letter of Authorization for attending of Bid Opening- Section XI
- ii. The bidder is required to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantively responsive may result in rejection of the bid.
- iii. A prospective bidder requiring any clarification on the Bid documents shall have to notify the purchaser in writing. The purchaser shall respond in writing to any such request which it receives not later than 3 days prior to the date of opening of Tender.

**6. Amendment to bid document**

- i. At any time, prior to the date of submission of Bids, DOT 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.
- ii. In order to afford prospective bidders a reasonable time to take the amendment in to account in preparing their bids, the DOT 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 site as and when it is made.
- iii. 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 and the appropriate price schedule furnished in the bid document as per Sections VI & VII.

**8. Bid Price:**

- i. The supplier shall quote the price as per format enclosed (section VII) and fill up the relevant parts accordingly.
- ii. Bids submitted with variable prices shall be rejected as a non-responsive bid.
- iii. The prices quoted by the bidder shall remain firm during the entire period of the contract & shall not be subject to variation on any account except in case of change in petrol/diesel prices.
- iv. In case of change in fuel prices during the contract period, rates will be proportionately increased/decreased on Half-yearly basis., taking into consideration, (i) *An average mileage of 10 KM per litre* (ii) *Rate of fuel(s) approved by Govt. as on the date of entering into agreement* (iii) *rate of fuel on the first day of the Half-year concerned..*
- v. The unit prices shall be quoted with sufficient details to enable the purchaser to arrive at total prices of the services offered.
- vi. The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable & illogical rates.

- vii. "DISCOUNT" if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount etc. into account.
- viii. In case of reduction of taxes and other statutory duties during contract period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- ix. Any increase in taxes and other statutory duties/levies during the contract period shall be borne by the supplier
- x. Bid Price shall be inclusive of all taxes. However, these taxes shall be shown separately in the bill while claiming.

#### **9. Earnest Money Deposit:**

- i. The Earnest Money Deposit is required to protect the Purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.
- ii. An Earnest Money Deposit (EMD) of Rs. 22,000/- as mentioned in NIT in the form of A/C payee Demand draft drawn in favour of the 'CAO, CCA(Maharashtra)', payable at Mumbai from a nationalized/scheduled bank, should be enclosed with the bid.
- iii. Amount or amounts payable, if any, to the bidder or the bid security furnished by the bidder in respect of an earlier bid, shall not be adjustable against this bid.
- iv. The amount deposited as bid security shall carry no interest during the entire period it remains with Department of Telecommunications.
- v. The Earnest Money Deposit of unsuccessful bidders will be discharged /returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.
- vi. The Earnest Money Deposit of the successful bidder will be converted as part of performance guarantee.
- vii. The bid security shall be forfeited:
  - a. if the bidder withdraws his bid during the period of bid validity ; or
  - b. In the case of a successful bidder, if the bidder fails to sign the contract and /or fails to furnish performance guarantee (S.D.) in accordance to the relevant clauses of the documents(s).

A bid not secured in accordance to para 9 shall be summarily rejected as a non-responsive bid.

#### **10. Filing of Bid Document**

- i. The bid shall be filled either typed or printed or neatly hand written and all pages of the enclosures numbered sequentially and all pages of the bid document should be signed by the bidder or a person duly authorized to bind the bidder to the contract.
- ii. Over writing/erasures if any in the technical bid must be duly authenticated with the full signature of the person signing the bid. Overwriting/Corrections is not permitted in the financial bid.
- iii. Violation of the above clauses will lead to the rejection of the tender.

#### **11. Submission of Bid:**

The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e (i) technical bid and (ii) financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in clause No.16 of Section-II of Tender Document.

#### **12. Modification and withdrawal of bids.**

The bidder may modify online his bid before the deadline prescribed for submission of bid.

**13. Summary Rejection of Bid:**

One or more of the following reasons will render a bid liable to summary rejection:-

- i. A bid not secured in accordance with para 9 of section II of the bid document.
- ii. Downloaded bid document without DD for requisite amount towards price of bid document (Rs. 575) in favor of 'CAO, CCA(Maharashtra)' payable at Mumbai from a Nationalized/Scheduled bank.
- iii. Non submission of EMD of requisite amount.
- iv. Conditional bid or bid received with validity for a shorter period than prescribed.
- v. Documents establishing eligibility as per clause 3 not submitted.
- vi. Over-writing/ corrections in the Financial Bid form.

**14. Evaluation:**

- i. All bids will be examined for responsiveness with respect to terms & conditions in the bid document.
- ii. Thereafter the evaluation will be done for substantively responsive bids only.
- iii. A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without any material deviations. The bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.
- iv. A bid determined as substantively non-responsive shall be rejected.
- v. The bidder(s) shall not be permitted to make corrections after opening of bid to make such bid(s) substantively responsive.
- vi. The purchaser is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and of allotting the quantities offered. The bidders shall supply the quantities as decided by the purchaser at the approved rates.
- vii. The purchaser may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of the bid(s).
- viii. Arithmetical error, if any shall be rectified in the following manner:
  - a. If there is a discrepancy between words & figures; the amount in words shall prevail.
  - b. If there are errors in the calculations or rate of applicable Govt. levies, duties & taxes, the same will be corrected by the purchaser.

**15. Commercial Evaluation of Substantively Responsive Bids:**

On bid opening day mentioned in the NIT, only technical bids will be opened which will be evaluated for responsiveness. Financial bids of those bidders whose technical bids are found to be responsive only will be opened and commercially evaluated, on a different date. Date of opening of financial bids will be intimated to all eligible bidders.

The ranking shall be based on the prices offered **inclusive of all taxes**.



## 16. Documents comprising the bid

The submitted bid document shall comprise the following components:-

**A. Technical Bid:-**

- i. Technical Bid form duly filled (as per section VI).
- ii. Price of bid form in the form of DD in case of bid forms downloaded from website.
- iii. EMD of Rs. 22,000/- in the form of DD from a nationalized/scheduled bank drawn in favour of 'CAO, CCA Maharashtra', payable at Mumbai.
- iv. Documentary evidence established in accordance with clause 3 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted. The following documents shall be submitted along with the technical bid form:-
  - a. Self attested copy of Certificate of Incorporation and/or valid Shop & Establishment Registration Certificate, as applicable
  - b. Self attested copy of Article/Memorandum of Association or Partnership Deed or Declaration stating that the firm is a proprietary concern as the case may be, of the Company/Firm/Agency in respect of clause 3(i)(a)
  - c. Self attested copy of PAN/GIR card of the Company/Firm/ Agency in respect of clause 3(i)(b)
  - d. Self attested copy of the Service tax registration of the Company/Firm/ Agency in respect of clause 3(i)(c)
  - e. Self attested copy of audited P&L account for the financial year 2013-14 or 2014-15 or 2015-16 in respect of clause 3(ii).
  - f. Self attested copies of RC books of the vehicle owned in respect of clause no. clause 3(iii).
  - g. Self attested copy of experience certificates, work orders etc. establishing at least two year's experience (within the last 5 years) of providing vehicles to Public Sector Companies, Banks, Government Departments etc. in respect of clause no. 3(iv).
- v. Certification regarding near relatives as per Annexure-II of section VI. In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all directors of company.
- vi. Tender document duly signed and stamped on all pages.
- vii. Declaration as per Annexure-I of Section VI

At any point of time original documents may be asked for verification. In case originals are not produced before due date bids may be rejected.

**B. Financial bid:-**

Financial bid form at Section VII duly filled & signed and uploaded on line in the e-procurement site.

Director -II (TERM)  
Office of Dy. Director General(TERM)  
5<sup>th</sup> Floor, SakiVihar Tele Exch Bldg  
Saki Vihar road, Andheri (E), Mumbai -72

**SECTION III****GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT.

**2. Period of validity of bids**

- i. The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by DDG (TERM), Mumbai as nonresponsive.
- ii. A Bidder accepting the request of DDG (TERM), Mumbai for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.

**3. Cancellation of bid**

DDG (TERM), Mumbai reserves the right to cancel the bid (Tender) partly or fully without assigning any reason.

**4. Contacting the Purchaser**

No bidder shall try to influence the Purchaser on any matter relating to its bid, at any stage. 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.

**5. Award of Contract**

DDG (TERM), Mumbai shall consider placement of letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable.

6. The bidder, within 15 days of issue of letter of intent, shall give his acceptance along with performance security bond in conformity with section VIII of the bid document.

**7. Annulment of Award**

Failure of the successful bidder to comply with the requirement of Clause 6 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event DDG (TERM), Mumbai may make the award to any other bidder at the discretion of DDG (TERM), Mumbai or call for new bids.

8. Signing of Contract:- Signing of Agreement shall constitute the award of the contract on the bidder.

**9. Performance Security**

- i. The successful tenderer will have to deposit a Performance Security Deposit within 15 days of the issue of the formal order, for a sum equivalent to 5% of contract value subject to revision at the time of placing the work order. The performance security should be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of 'CAO, CCA(Maharashtra)', payable at Mumbai or Fixed Deposit Receipt (FDR) from a Commercial Bank. made in the name of the Company / Firm / Agency but hypothecated to the 'CAO, CCA(Maharashtra), Mumbai'. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
- ii. Performance security will be discharged after three months (from the end of contract) after compliance of contractor's performance obligations under the contract.
- iii. If the agency fails to deploy vehicles against the initial requirement within 15 days from date of placing the order, the Performance Security Deposit shall stand forfeited without giving any further notice.

iv. If the contractor fails or neglect any of his obligations under the contract it shall be lawful for DDG (TERM), Mumbai to forfeit either whole or any part of performance security deposit furnished by the bidder as compensation for any loss resulting from such failure.

v. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.

**10. Extension of contract period.**

The contract shall be for one year (unless otherwise specified). However the purchaser reserves the right to extend the contract period by 1 year beyond the period specified in the letter of Intent, on the same rates and terms & conditions, if mutually agreed.

**11. Right to vary quantities:**

DDG (TERM), Mumbai reserves the right at the time of award of contract or at any time during the contract period, to increase or decrease the number of vehicles by 2.

**12. PAYMENT TERMS**

The agency shall raise the bill, in triplicate, along with log sheet, duly verified by user of the vehicle, in respect of the vehicles deployed and submit the same to DDO(TERM) in the first week of the succeeding month. As far as possible the payment will be released by second week of the succeeding month. The claims in bills regarding service Tax and any other dues to be paid to the government etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.

**13. Liquidated Damage Charges:**

- i. In case of break down, vehicles have to be replaced immediately (within one hour). In case of non-availability of suitable vehicle penalty up to Rs.200/- may be imposed for every hour beyond first hour in addition to deduction on pro-rata basis for the period. If the number of break downs exceeds three times in a month, a penalty of Rs.200/- per break down shall be imposed.
- ii. In case of non-availability of vehicles, penalty of Rs.200/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
- iii. In case of non-availability of vehicles, during extra hours, a penalty of Rs. 200/- per hour shall be imposed.
- iv. If drivers are reporting late – a penalty of Rs 50/- per hour per occasion if the delay is more than half an hour.

**14. Termination of Contract.**

DDG (TERM), Mumbai, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts:

**15. Termination for insolvency**

DDG(TERM), Mumbai may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

**16. Force Majeure**

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 reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockage or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the

other in respect of such 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 DDG (TERM), Mumbai as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

**17. Resolution of disputes & Arbitration**

Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Department of Telecommunications, Ministry of Communications & IT.

**18. Set Off**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by DDG (TERM), Mumbai and set off the same against any claim of DDG (TERM), Mumbai for payment of a sum of money arising out of this contract or under any other contract made by contractor with DDG (TERM), Mumbai.

**19. Delays In the Supplier's Performance:-**

- iii. Services under the contract shall be provided strictly in accordance with the schedule specified in the purchase order.
- iv. Delay(s) in the performance of service obligations shall render the supplier liable to any or more of the following sanctions:-
  - a. forfeiture of performance security (S/D)
  - b. imposition of liquidated damages
  - c. termination of the contract for default
  - d. Barring participation of bidder in all future tenders of DoT for a period of 3 years or more.
- ii. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the services, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser ie. DDG(TERM) Mumbai.

**20. Right to Cancel the Contract.**

- i. The purchaser shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
  - ii. The purchaser shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a "Member of Family" of a "Government servant".
21. Tenderers whose near relatives are employees of TERM Cell/CCA/DoT are not eligible to participate in this tender. 'Near Relatives' in relation to a Government Servant includes:-
- i. Members of a Hindu Undivided Family,
  - ii. They are husband and wife,
  - iii. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband( brother-in-law).

A declaration to this effect is required to be enclosed in the technical bid cover. Format for declaration is at Annexure-II of Section VI.

Director-II (TERM)  
Office of Dy. Director General(TERM)  
5<sup>th</sup> Floor, SakiVihar Tele Exch Bldg  
Saki Vihar road, Andheri (E), Mumbai -72

**SECTION IV  
SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instructions to the Bidders as contained in section II and 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 III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. DDG (TERM), Mumbai reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with other departments/offices of central government.
4. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
5. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
6. The tenderer will be bound by the details furnished by him / her to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
7. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
8. 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 as breach of this contract.
9. The contractor shall assign the job of driving of hired vehicles only to qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. DDG (TERM), Mumbai 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 DDG (TERM), Mumbai have to be suitably compensated by contractor.
10. In no case, a vehicle not registered for commercial purpose shall be supplied to DDG (TERM), Mumbai and all taxes etc., due on such vehicles shall be liability of the contractor.
11. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. DDG (TERM), Mumbai will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing, limited to one day in a calendar month as mutually agreed by both the parties to the agreement. The cost of lubricants, repairs, maintenance, taxes insurance, etc., will be the contractor's liability.
12. DDG (TERM), Mumbai reserves the right for placement of full tendered quantity on the approved bidder.
13. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to DDG (TERM), Mumbai as and when demanded.
14. This office shall not be responsible for any damages, losses, claims, financial or other injury to any vehicle/person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
15. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in This office.
16. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
17. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
18. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof This office is put to any loss / obligation, monetary or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
19. The Deputy Director General (TERM) DoT, Ministry of Communications reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

Director-II(TERM)  
Office of Dy. Director General(TERM)  
Saki Vihar road, Andheri (E), Mumbai -72

**SECTION V****SCHEDULE OF REQUIREMENT**

i. Details of vehicles required:-

**a. Monthly Basis:-**

Sl. No.	Category	No. of vehicles required	Make & Model of the vehicle
1.	Non-AC car	2	Tata Indica, Maruti Suzuki Wagon R or higher version.
2.	AC car	1	Maruti Suzuki SX4, Maruti Suzuki Swift Dzire, Tata Indigo, Hyundai Accent or higher version.

**b. Daily basis : Any of the models given above, as per requirement.**

ii. Period of Contract = 1 year, extendable by further one year, if mutually agreed.

**SERVICES TO BE PROVIDED**

1	Service	Provision of commercial vehicle with licensed drivers, registered commercial vehicle on Hiring basis for running in the State of Maharashtra
2	Quantity	Estimated number of vehicles to be hired is 3.(2 non AC and one AC) . However it should be clearly noted that the purchaser reserves the right at the time of award of contract or at any time during the contract period, to increase or decrease the number of vehicles by 2. There may be a requirement of additional vehicles for which the charges on daily basis may be levied and the bill submitted at the end of the month.
3	Duty hrs	60 hours per week excluding Sundays. However, actual duty hours shall be specified by actual users of vehicles. Extra time beyond 60 hours per week shall be paid as per the accepted rates in the tender.
4	Notice Period	i. For regular requirements one day in advance. ii. Telephonic intimation shall be considered as notice.
5	Reporting Place	Any place within jurisdiction of Mumbai Municipal Area.. Actual place of reporting shall be specified by users of vehicles at the start of the month.
6	Counting Of distance	Counting starts from the regular reporting place. 5 Kms will be given from garage to reporting place or vice versa
7	Accuracy of meters	The meter reading should tally the actual distance of run at any instant and authorized officer shall have full powers to check up the meter for its correctness and to take action accordingly.
8	Special Requirements	i) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone number must be specified in the bid. ii) No vehicle should be supplied having registration in the name of any employee or his close relatives working in the office of DDG(TERM), Mumbai and a Certificate to this effect be given on the body of bill while submitting claim. iii) Payment of any Govt. tax or duty for plying the vehicles for DDG(TERM), Mumbai within Maharashtra will be liability of contractor. iii) Parking and Toll charges, if any, may be claimed by producing the parking/ Toll slips. iv) The drivers must have their mobile connections and this office will not bear any expenses for it.

**SECTION VI****TECHNICAL BID**

For Providing vehicles on hiring basis to O/o DDG (TERM), Mumbai, Department of Telecommunications

1. Name of bidding Company/Firm /Agency : \_\_\_\_\_
2. Name of proprietor/Director of Company  
/Firm/agency : \_\_\_\_\_
3. Full Address of Reg. Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. : \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

4. Full address of Operating Branch Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. : \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

5. Banker of Company/ Firm/ agency with full address: \_\_\_\_\_

Telephone Number of Banker : \_\_\_\_\_

6.PAN / GIR No. : \_\_\_\_\_

7.Service Tax Registration No. : \_\_\_\_\_

8.E.P.F. Registration No. : \_\_\_\_\_

9. E.S.I. Registration No. : \_\_\_\_\_

10. Turnover of the Company/ Firm/Agency for the financial year:-

i.2013-14 : Rs. \_\_\_\_\_ Lakhs

ii.2014-15 : Rs. \_\_\_\_\_ Lakhs iii.2015-16 :Rs.\_\_\_\_\_ Lakhs.

11.Give details of the major similar contracts handled by the tendering Company / Firm / Agency on behalf of PSUs and Government Departments during the last three years in the following format. Attested copies of work orders may also be attached.

Sl. No.	Details of client along with address, telephone & FAX numbers	Value of Contract in Rs. (lakhs)	Duration of Contract	
			From	To

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

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

Signature of authorized person.

Date :

Name :

Place :

Seal :

**Annexure-I**

**DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ Proprietor /  
Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration  
and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by  
them.
3. The information / documents furnished along with the above application are true and authentic to the best of  
my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information /  
fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution  
under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal :



**Annexure-II****DECLARATION REGARDING NEAR RELATIVES**

I ..... Son/Daughter of ..... a resident of ..... hereby certify that none of my near relative(s) as defined below is/are employed in DoT/TERM Cell / CCA . In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

Definition: The near relatives of all employees working in the Department of Telecommunications (TERM Cell/ CCA/ DoT); either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

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

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

**(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)**

## FINANCIAL BID FORM

SECTION-VII  
SCHEDULE OF HIRE CHARGES

A). Monthly Basis: NON-AC VEHICLE.

Sl	Description	Unit Charges in Rs. Non-AC  (B)	Unit Charges in words	Quantity for Evaluation Purpose Only(Actual may vary).  (C)	Value in Rs.  (A)
1.	Monthly Rate (For 1200 Km per month)			2	$A1=B1 \times C1$
2	Extra per Km,(over 1200 Km per month) in Rs.Per Km.			100 Km	$A2=B2 \times C2$
3	Charges for extra hours (over and above 60 hours per week) in Rs.per hour			10 hrs.	$A3=B3 \times C3$
4	Charges for Sunday (80KM and 10 hours). Extra km and hours beyond 80 KM and 10 hours will be paid as per charges quoted under Sl.No.2 and Sl.3 above respectively.			2 days.	$A4=B4 \times C4$

$$A=A1+A2+A3+A4$$

Note:- Rates quoted should be inclusive of statutory taxes.

## SECTION VII

## SCHEDULE OF HIRE CHARGES

B). Monthly Basis: AC VEHICLE.

Sl	Description	Unit Charges in Rs.  AC Vehicle  (Z)	Unit Charges in words	Quantity for Evaluation Purpose Only(Actual may vary).  (Y)	Value in Rs.  (X)
1.	Monthly Rate(For 1200 Km per month)			1	X1=Y1 X Z1
2	Extra per Km,(over 1200 Km per month) in Rs.Per Km.			100 Km	X2=Y2 X Z2
3	Charges for extra hours (over and above 60 hours per week) in Rs.per hour in Rs.per hour			10 hrs.	X3=Y3 X Z3
4	Charges for Sunday (80KM and 10 hours). Extra km and hours beyond 80 KM and 10 hours will be paid as per charges quoted under Sl.No.2 and Sl.3 above respectively.			1 day	X4=Y4 X Z4

$$X=X1+X2+X3+X4+X5$$

Note:-

1.Total Bid shall be taken as  $T = A + X$ .

2.The bid having least value of T shall be considered as L1.

3.Rates quoted for daily basis shall not be evaluated but bidder shall be bound to provide additional vehicles required as per daily rates.

4.Terms and conditions mentioned in this Tender No. DDG/TERM/MBI/Vehicle Tender/2017-18/423/6 dated 11.04.2017 are applicable.

5.The Rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force from time to time(except Service Tax as applicable from time to time).Toll Taxes paid in Maharashtra state shall be reimbursed on production of receipt.

6.The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.

Note: Rate quoted for Sl.No.4 above shall be taken for Daily Rates for providing additional Non Ac and AC vehicles on daily basis.

Date:

Signature of the Bidder:-----

Name of the Bidder:-----

SECTION VIII

## PERFORMANCE SECURITY BOND FORM

Ref: Tender No. DDG/TERM/MBI/Vehicle Tender/2017-18/423/6 dated 11.04.2017

1. In consideration of Dy. Director General, Telecom Enforcement, Resources & Monitoring Cell, Mumbai Circle, having agreed to exempt \_\_\_\_\_ (herein after called the said contractor(s)) from the demand of security deposit money of Rs. \_\_\_\_\_ ( Amount equivalent to 5% of the contract value) on production of bank guarantee for Rs. \_\_\_\_\_/- for the due fulfilment by the said contractors of the terms and conditions to be contained in an agreement in connection with the contract for supply of vehicles on hiring basis , we, ( Name of the Bank) at the request of \_\_\_\_\_ contractor's do hereby undertake to pay the DDG(TERM) Mumbai Circle, an amount of not exceeding \_\_\_\_\_ , against any laws or damage caused to or suffered or would be caused to or suffered by the DDG(TERM) Mumbai Circle, Maharashtra by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement.

2. We (Name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG(TERM) Mumbai stating that the amount claimed is due by way of loss or damages caused to or suffered by the DDG(TERM) Mumbai by reason of breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the DDG (TERM) Mumbai 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 DDG (TERM) Mumbai any money so demanded notwithstanding any disputes raised by the contractor (s) / supplier(s) in any suit or proceedings pending before any court or tribunal relating to our liability under the 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 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 one year and three months from the date herein and further agrees to extend the same from time to time (after fifteen months) so that it shall continue to be enforceable till all the dues of the DDG (TERM) Mumbai \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), Mumbai certifies that the terms and 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 DDG(TERM) Mumbai that DDG(TERM) Mumbai shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG(TERM) Mumbai against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractors or any indulgence by the forbearance, or any omission on the part of the (TERM) Mumbai or any indulgence by the DDG(TERM), Mumbai to the said contractors 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).

iii. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DDG(TERM) Mumbai.

Dated: \_\_\_\_\_ For \_\_\_\_\_ (Name of the Bank)

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

SECTION IX

PROFORMA FOR AGREEMENT

1. This agreement is made this day ..... between M/s. .... (name of the Company) hereafter called the 'Supplier' the first party which expression shall include his heirs, executors and administrators/their successors and Department of Telecommunications, hereinafter called "DOT", the second party, through Deputy Director General (TERM) Mumbai, hereafter include her successors and assignees.

6. That WHEREAS the first party will supply vehicles on monthly/daily hiring basis to O/o Deputy Director General(TERM) Mumbai in accordance with Tender No. DDG/TERM/MBI/Vehicle Tender/2017-18/423/6 dated 11.04.2017 at the rates quoted by the supplier vide their financial bid in response to Tender No. DDG/TERM/MBI/Vehicle Tender/2017-18/423/6 dated 11.04.2017 and as per all terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.

7. The performance Security Bond would be en-cashed by second party in case first party fails to provide vehicle and/or breaches terms & conditions of the aforesaid tender document.

8. This agreement is made for a period of one year from \_\_\_\_\_ .

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS ----- DAY OF ..... TWO THOUSAND AND .....

1. Witness for Supplier

Authorized Signatory of Tenderer

Signature:

Signature:

Name & Address

Name & Address

2. Witness for DOT

Authorized Signatory of DoT

Signature:

Signature:

Name & Address

Name & Address

## SECTION X

## Check List &amp; Instructions of bids

## A. Check list of documents (All documents should be serially arranged &amp; indexed)

Sl. No.	Particulars of document	Whether enclosed (Yes/No)	Index No.
1.	Technical Bid		
2.	If tender document is downloaded DD towards price of tender document.		
3.	EMD of Rs. 22,000/- in the form DD		
4.	Self attested copy of Certificate of Incorporation and/or valid Shop & Establishment Registration Certificate, as applicable		
5.	Self attested copy of Article/Memorandum of Association or Partnership Deed or Declaration stating that the firm is a proprietary concern		
6.	Self attested copy of PAN/GIR		
7.	Self attested copy of the Service tax registration		
8.	Self attested copy of the audited profit & Loss account statement of the Company/Firm/ Agency for the financial year 2013-14/2013-15/2015-16 with a minimum turnover of Rs. 5 lakhs		
9.	Self attested copy of experience certificates, work orders etc. establishing experience of at least one year (within the last 5 years) of providing manpower to Public Sector Companies, Banks, Government Depts. etc.		
10.	Self attested copies of RC books of vehicles owned		
11.	Declaration regarding near relatives as per Annexure II of section VI		
12.	Declaration as per Annexure I section VI		
13.	Self attested documents in support of entries in point no. 12 of Technical Bid application		
14.	Tender Document with each page duly signed by the authorized signatory of the agency in token of their acceptance.		
15.	Financial Bid – Section VII		

Documents should be enclosed are as follows:-

- I. Technical Bid- All documents from Sl. Nos. 1 to 15 in the above checklist should be serially scanned and uploaded.
- II. Financial Bid- Financial bid should be completed in all respects scanned and should be uploaded.

Document to be submitted offline: *The envelope should be super scribed “Tender for providing Hired Commercial Registered Vehicles on Monthly basis to the O/o DDG(TERM)Mumbai, Department of Telecommunications Tender No. DDG/TERM/MBI/Manpower Tender/2017-18/423/6 dated 11-04-2017 Date of opening 03-05-2017”* The envelope should contain the DDs/Pay orders towards cost for Tender Document and EMD should be submitted offline to the tender inviting authority i.e Director –II (TERM),Mumbai TERM Cell on or before 15:30 hrs on 02-05-2017.The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after the date of NIT

SECTION XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To

The Deputy. Director General,  
(Telecom Enforcement, Resources & Monitoring Cell)  
5<sup>th</sup> Floor, Sakivihar Tele Exch  
Saki Vihar road  
Andheri (East), Mumbai 400 072  
.

Sub:- Authorisation for attending bid opening on \_\_\_\_\_  
(date) in the tender of \_\_\_\_\_

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

Order of Preference Name Specimen Signature  
I.

Signature of Bidder  
Or  
Officer authorized to sign the bid  
Documents on behalf of the Bidder

Note: 1. *only 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.*

## 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 bidder must carefully follow the instructions:

i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/ bidders on the e-procurement / e- tender portal is a prerequisite for e-tendering.

ii) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/ true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.

iii) Bidder need to login to the site through their use 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/eMudhra 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 bidders and should ensure safety of the same.

vi) Contactor/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 given 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 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. Bidders Bid documents may be scanned with 570 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

xiv) Bidder should take into account the corrigendum/Addendum published from time to time before submitting the online bids.

xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

xvi) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.

xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

xviii) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.



xix)The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise 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 price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

xxiii)The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock).The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

xxiv)After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxv)The time settings fixed in the sever side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in T-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.