



Government of India
Ministry of Communication & IT
Department of Telecommunications
O/o Dy. Director General: Telecom Enforcement, Resource & Monitoring
1st Floor, Telephone Exchange,
197, Rajpur Road, Dehra Dun, Uttarakhand

BID DOCUMENT

**TENDER DOCUMENT FOR HIRING OF VEHICLE FOR USE IN O/o DEPUTY DIRECTOR
GENERAL, TERM CELL, UTTARAKHAND**

Tender No: DOT/TERM/UK/Tender/Vehicle-Hire/2015-16/ Dated: 28.09.2015

Total No. of Pages - 23 (Twenty Three)

Price Rs. 600/-

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197, Rajpur Road, Dehra Dun, Uttarakhand

Notice Inviting Tender

Tender No.: DDG DOT/TERM/UK/Tender/Vehicle-Hire/2015-16/ Dated:

Sealed Tenders are invited on behalf of the President of India for hiring of two Non-A/C Vehicles registered, TATA INDIGO White Colour not older than year 2013 model from the prospective vendors who can supply minimum two vehicles.

S. No.	Tender No.	Estimated cost	Cost of Bid Document	Bid Security
1	DOT/TERM/UK/Tender/Vehicle-Hire/2015-16	Rs. 720000/-	Rs.600/-	Rs. 18000/-

1. Tender No. : DOT/TERM/UK/Tender/Vehicle-Hire/2015-16
2. Time and last date of issue of Bid Document : Between 10:00 hrs to 17:00 hrs on all working days from 28.09.2015 to 25-10-2015
3. Time and last date of depositing tender / Bid document : 15:00 Hrs Date: 26-10-2015
4. Time and Date of Opening of Tender / Bid : 16.00 Hrs. Date: 26-10-2015
5. Minimum Validity of tender offer : 90 days from the date of Opening
6. Duration of contract : One year from the date of award of contract with an option of extension for a further period of six months on the same rate, terms and conditions.
7. Mode of Payment : Tender document can be obtained from SDE-I (TERM), O/o DDG (TERM) Uttarakhand after paying cost of bid document through cash or DD in favour of AO(Cash), O/o CCA Uttarakhand payable at Dehradun

Tender document can also be downloaded from the website www.dot.gov.in or eprocure.gov.in. The downloaded document shall be treated as valid document for participation in the tender, but the cost of the tender document (Non-refundable) through a crossed Demand Draft drawn on 'any Nationalized Bank payable at Dehradun in favour of Accounts Officer(Cash), O/o CCA, Uttarakhand may be submitted along with the bid. Bidders shall have to deposit Earnest Money Deposit (EMD) as Bid Security of Rs. 18000/- (Rupees Eighteen Thousand only) as Bid Security in the form of Demand Draft Payable at Dehradun) along with the bid & other documents, failing which the tender will be out rightly rejected.

Note: It may be ensured that the DD of cost of tender form and DD of Earnest money should bear the date after the date of NIT.

8. The interested Companies/ Firms/ Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 18000/- and other requisite documents from 10:30 AM to 15:00 hours 06-10-2015 in the Tender Box kept in O/o Dy. Director General (TERM), Uttarakhand, 1st Floor, Tele Exchange Bldg, 197 Rajpur Road, Dehradun-248009. The tenders shall not be entertained after this deadline under any circumstances whatsoever.
9. Interested bidders may contact SDE-I(TERM), O/o DDG(TERM) Uttarakhand on following contact Nos:

Landline No: 0135-2734989
Mobile No : 9412000790

Director(TERM)

SECTION I GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

The bidder should be able to supply minimum 2 Non-A/C TATA INDIGO white colour (model not older than year 2013) that are registered as Vehicles and having Vehicle with national permit.

2. Documents required to be submitted along with the Technical Bid:

- (a) Proforma for bidder's details as per Annexure-I & II & III & IV duly filled.
- (b) Bid Security, Bid cost & Receipt of cost of tender document (in case of downloaded tender document) in the form of DD in favour of AO(cash), O/o CCA Uttarakhand payable at Dehradun. DD should bear the date after the date of NIT.
- (c) Tender document(s), *in original duly filled* in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- (d) Original "Power of attorney" in case person other than the tenderer has signed the tender documents.
- (e) Certificate regarding non-relative in O/o DDG (TERM) Uttarakhand on Rs 5/- revenue stamp paper duly attested by district Notary as per Annexure-IV.
- (f) Attested Copy of PAN/GIR Card
- (g) Service Tax Registration Number (attach Proof)
- (h) Copy of experience certificate of similar work providing vehicles to Public Sector Companies OR Central/ state Government Departments.

Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid.

All the pages of the tender document and certificates shall be duly signed by the bidder.

3. SUBMISSION OF BIDS

The tenders should be submitted in wax sealed covers super scribed "**Tender for Providing Light commercial vehicles for O/o DDG, Telecom Enforcement, Resource & Monitoring**"

Cell, Uttarakhand". The tender should be addressed to the Dir (TERM) O/o DDG (TERM) Uttarakhand and should be deposited in the tender box placed in the O/o DDG (TERM) Uttarakhand.

Method of preparation of bid

- a) Bid for each tender should be submitted in two sealed envelopes placed inside a main sealed envelope. The envelopes inside the main envelope should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Technical Bid	Bid Security, Bid cost & Receipt of cost of tender document (in case of downloaded tender document) in the form of DD in favour of AO(Cash), O/o CCA Uttarakhand payable at Dehradun and other documents as per clause 2 of section I
Second	Financial Bid	Rates duly quoted by the tenderer in the prescribed sheet as Financial bid proforma attached at Annexure-VII

On all these envelopes the name of the firm and whether "Technical" OR "Financial" bid must be clearly mentioned and should be properly sealed, **seal means wax sealed or sealed with PVC tape/ Adhesive tape, the document should not be sealed merely with gum or stapler pin.** These envelopes are to be placed inside an outer envelope and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected

- b) The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- c) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- d) No person is permitted to bid for tender whose relative(s) is (are) working in O/o DDG (TERM) Uttarakhand. The tenderer thus should give certificate on Rs.5/- Revenue Stamp paper duly attested by Distt. Notary along with tender documents that none of his/her relative is working in O/o DDG (TERM) Uttarakhand. Near relative for this purpose is defined in Annexure-IV.

4. Prescribed Format

Tender offers shall be submitted in the prescribed format along with the original tender document and enclosed Financial Bid. Financial Bid offers not adhering to the prescribed format are liable to be rejected summarily.

5. Financial Bid

(i) The Tenderers shall quote in original & duplicate price schedule attached along with bid document for types of vehicles given in the "Services to be provided". Rate quoted in any other format /sheet will not be considered. Rates to be quoted in enclosed sheet (in duplicate) in English figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet are required to be signed by the bidder otherwise tender may be rejected summarily.

(ii) Price Revision during the contract period

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

Increase or decrease in Petrol/Diesel during the month=
$$\frac{\text{Actual KMs run the vehicle} \times (\text{Revised rate per litre} - \text{base rate per litre})}{\text{Average KMs per litre of Diesel/Petrol consumption (KMPL)}}$$

(Note: The base rate of Petrol/Diesel is the prevailing rate on the date of commencement of contract. The average KMPL is to be assumed as 12 KMs in case of A/C cars and 15 KMs in case of non A/C cars in both Petrol and Diesel driven. If there is decrease in fuel price, formula will indicate negative figure which means the deduction shall be done from the bill)

- b. The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30th September and 31st December. The change in hire charges, if any, shall be applicable from the first day of next quarter. Base rate of fuel would be fuel prices as on date of award of contract.
- c. In case of minimum average run per litre of fuel (i.e. average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.
- d. The tenderer shall submit supplementary bill for reimbursement to words increase in fuel price on monthly basis. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

6. Bid Security (EMD)

The bidder must deposit Rs 18000/- (Rupees Eighteen Thousand only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of DD from any nationalized bank payable at Dehradun in favour of AO(cash) O/o CCA Uttarakhand, Dehradun valid for 90 days from the date of tender opening.

The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily in accordance with rules of DoT and furnishing the performance security.

The bid security may be forfeited on the following conditions:

- (i) If the bidder withdraws his bid during the period of validity specified by the bidder in the bid form.
- (ii) If the successful bidder fails to sign contract within a week of the issue of Letter of Intent.
- (iii) If the successful bidder fails to furnish performance security in accordance with Clause 9 of Section I.
- (iv) A bid not secured in accordance with clause 5 (i) Section-I, shall be rejected by the O/o DDG (TERM) Uttarakhand as non-responsive and returned to the bidder.
- (v) The bid security of the unsuccessful bidder will be discharged/returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

7. Tender Opening

(a) The bids shall be opened at 1st Floor, Telephone Exchange Building, 197 Rajpur Road, Dehradun, Uttarakhand in the presence of the bidders or their authorized representative (along with authorization letter duly filled as per annexure- V) who wish to be present at the time of opening of bids on due date.

8. Bid Evaluation

8.1 Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.

8.2 If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, DDG (TERM) Uttarakhand will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected by DDG (TERM), Uttarakhand.

8.3 DDG (TERM) Uttarakhand shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the Schedule of Rates in Section IV and Evaluation of the bid as per Section V.

9. Performance Security

9.1 The successful bidder shall be required to deposit an amount equal to 10% of the tender value within two weeks of the issue of the letter of intent for accepting the bid as Performance Security.

9.2 Performance Security shall either be submitted through DD or in the form of Bank Guarantee issued by a scheduled bank in the Performa provided in Annexure VI of the bid document.

9.3 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/o DDG (TERM) Uttarakhand to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

10. Award of Contract

TERM Uttarakhand shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his acceptance and sign agreement with O/o DDG (TERM) Uttarakhand.

11. Right to vary Quantities

O/o DDG (TERM) Uttarakhand reserves the right to increase or decrease the required quantity of service specified in the schedule of requirements without any change in the hiring charges of the offered quantity during the contract period and other terms and conditions.

12. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

13. Annulment of Award

Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event DDG (TERM) Uttarakhand may make the award to any other bidder at the discretion of DDG (TERM) Uttarakhand or call for new bids.

14. Right to Accept or Reject

DDG (TERM) Uttarakhand shall not be bound to accept the lowest or any tender and reserves the right to accept or reject any bid.

15. Termination of Contract

15.1 DDG (TERM) Uttarakhand may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts by giving 2 (two) clear working days

notice in writing to the contractor in case of any default by the contractor/service provider and in any of the terms and conditions.

a) If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by the TERM Uttarakhand.

b) If the contractor fails to perform any other obligations under the contract agreement.

15.2 TERM Uttarakhand may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.

15.3 Notwithstanding anything contained herein, DDG (TERM) Uttarakhand also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

16. Termination for Insolvency

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

17. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of DDG (TERM) Uttarakhand as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

18. Arbitration

18.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the DDG (TERM), Uttarakhand, In case his designation is changed or his office is abolished then in such case to the sole Arbitration of the officer for the time being entrusted whether in addition to the function of the DDG (TERM), Uttarakhand or by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the DDG (TERM) Uttarakhand or the said officer is unable or unwilling to act as such , than to the sole arbitration of some other person appointed by the TERM Office or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or reenactment thereof or any rules made thereof.

18.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

18.3 The venue of the arbitration proceeding shall be the office of DDG (TERM), Uttarakhand at Dehradun or such other place as the arbitrator may decide.

19. Set-Of (Recovery of Sum Due)

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

20. Terms of Payment

Payment shall be made within 30 days from the date of receipt of complete bill in the O/o DDG (TERM), Uttarakhand. Monthly bills shall be submitted in duplicate to the SDE-I O/o DDG (TERM), Uttarakhand, along with the attested copy of the log book vehicle wise (Log Book should be duly signed by the user and the driver of the vehicle).

21. Duration of the Contract

Normally the contract will be awarded for One year. However, extension for six months may be considered keeping in view various factors such as prevailing market rates, satisfactory performance of the firm.

22. The quantities for hiring of vehicles may vary during the contract period.

SECTION II SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract as contained in Section I and wherever there is a conflict, the provisions herein shall prevail over those in Section I.
2. Office of DDG (TERM), Uttarakhand, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances O/o DDG (TERM), Uttarakhand shall assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labor 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.
5. No sub-contracting is permissible.
6. The near relatives of all employees working in office of O/o DDG (TERM) Department of Telecom Uttarakhand either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - Members of a Hindu Undivided Family.
 - They are husband and wife.
 - 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) husband (brother-in-law).
7. The contractor shall assign the job of driving of 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. O/o DDG (TERM) Uttarakhand 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 O/o DDG (TERM) Uttarakhand have to be suitably compensated by contractor.
8. The contractor shall sent the vehicle for periodical servicing at the cost of the contractor, O/o DDG (TERM) Uttarakhand will not 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.
9. DDG (TERM) Uttarakhand reserves the right to counter offer price against price quoted by the bidder.
10. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to O/o DDG (TERM) Uttarakhand as and when demanded.
11. Shortage in utilizing the contractual 2000 Kms per month in any particular month will be adjusted over a period of subsequent three months.
12. Change of commercial vehicle of same/ better different type and model on same approved rate, will be allowed on written request and approval of competent authority showing the reference of previous vehicle & Kms run of that vehicle during that quarter.
13. The vehicle may be used any where in the territorial jurisdiction with national permit. Change of other type of vehicle will be allowed during break down of that vehicle and with written approval of competent authority.
15. No kind of detention will be allowed for public/national holiday. Detention amount will not exceed more than night halt charges.
16. TDS as applicable will be deducted from the payable amount of the bill.
17. The contractor shall abide with all local/municipal/sate/central laws and regulations.

18. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the O/o DDG (TERM) Uttarakhand to contact them as and when required, during the period of the contract.
19. Payment of all kinds of Government taxes or duties for plying vehicles with national permit will be the liability of the contractor.
20. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.
21. Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and misbehaviour by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the DDG (TERM), Uttarakhand.
22. The Service provider/contractor shall not engage any person below the age of 18 years.
23. The Company/ Agency/ Firm will be required to pay minimum wages to Drivers as prescribed under the minimum wages by the competent authority. The Company/ Agency/ Firm will maintain proper record as required under the law/ acts. The contract will remain valid for one year or the period specifying in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by O/O DDG (TERM) Uttarakhand.
24. The Company/ Agency/ Firm shall maintain all the records prescribed under the Contract Labour (Regulation & Abolition) Act, 1970 and under the other related labour regulations and furnish these for inspection when demanded by the Office of DDG(TERM), Uttarakhand or the concerned Central / State Govt./ Judicial Authorities, as the case may be.
25. The bidder must comply with the provisions of EPF & ESI Misc Provisions Act, 1952 and employees Provident fund Scheme 1952, in respect of labourers/employees engaged by the bidder for carrying out of works. The claim bill of contractor for the second month and onwards must accompany the copies of monthly payment challan of EPF/ESIC, deposited to the EPF/ESIC authorities and PAN No.& Service tax registration No. should be printed on claim bill. The proof of service tax paid should also be attached along with monthly bill.

SECTION III

SERVICES TO BE PROVIDED

- 1. Service:** Provision of commercial vehicles with licensed drivers, registered commercial vehicles on hiring basis for running with national permit
- 2. Contract Period:** Under normal circumstances the contract shall be valid for a period of one year from date of signing of agreement. However contract may be extended for further period up to 6 months if agreed by the contractor and the O/o DDG (TERM), Uttarakhand on the same rate and terms and conditions.
- 3. Quantity:** Estimated number of vehicles to be hired is two. However it should be clearly noted that O/o DDG (TERM), Uttarakhand shall place the order only as per the actual requirement from time to time.
- 4. Duty hours:** Ten hours per day for six days (Monday to Saturday) per week.
- 5 (a) Reporting Place:** Any place within the jurisdiction of the Office of TERM, Uttarakhand actual place of reporting shall be specified by users of vehicles.
(b) Jurisdiction: Vehicle shall be required to run to any station within the territorial jurisdiction of Uttarakhand and any place in India.
- 6. Counting of Distance:** The counting of distance will be effective from place of reporting and as per actual use. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less. Further when vehicle is in use for actual journey by officers of TERM Uttarakhand and during any breakdown the chargeable distance shall not be more than five KMs in each way from break down place to garage.
- 7. Accuracy of Meter reading:** The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter for its correctness and to take action to recover the actual loss to the Office of DDG (TERM), Uttarakhand.
- 8. Penalties:**
 - (i) In case of break down, vehicles are not provided as per the time schedules, The same have to be replaced by other immediately or within not more than one hour. In case of non availability of suitable vehicle, a penalty up to Rs. 500/- may be imposed in addition to deduction on pro-rata basis for the period.
 - (ii) In case of non-availability of vehicles penalty of Rs.1000/- 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 Penalty of Rs.300/- per occasion shall be imposed.
 - (iv) In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. The controlling / authorized officer shall have full powers to check up the meter and to take action to recover the actual loss to O/o DDG (TERM), Uttarakhand.
 - (v) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of DDG (TERM), Uttarakhand Would be final.

9. Special :

(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) Payment of any Govt. tax or duty other than service tax for plying the vehicles will be liability of contractor. However depositing the above taxes/duties to concern authorities shall be the sole responsibility of the bidders. Payment of Road Tax for areas of traveling other than Uttarakhand shall be made by O/o DDG (TERM) Uttarakhand on submitting the receipt(s) along with the monthly bill.

(iii) Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips.

Section IV

TATA INDIGO White Colour

S.NO.	Items	Rate in Words (Excluding Service Tax charges)	Rate in Figures (Excluding Service Tax charges)
1.	Monthly Rate for usage for 2000 Kms run including diesel charges(Non AC)	Rs.....	Rs.....
2.	Rate beyond 2000 Kms	Rs..... per Km	Rs....per Km
3	Overtime Detention Charges (refer Note mentioned below)	Rs.....per hour	Rs....per hour
4.	Outstation night halt charges	Rs.....per night	Rs....per night
5.	Service Tax Charges as applicable	Rs.....	Rs.....

Note: Normal timings will be 9 AM to 7 PM. Detention charges will be paid before/after this period.

Signature of the Bidder:

Name of the Bidder:

Date:

SECTION V

EVALUATION FORMULA: PER VEHICLE PER MONTH

Sr. No.	Particulars (A)	Quantity (B)	Total Cost in INR for hiring of one vehicle(Excluding Service Tax charges)
1.	Monthly Rate for usage for 2000 Kms run including diesel charges(Non AC)	1	
2.	Rate beyond first 2000 Kms	300 Kms	
3.	Out station Night Halt Charges	2 days per month	
4.	Overtime detention charges	10 Hrs.	
5.	Service Tax Charges as applicable for (1)+(2)+(3)+(4)		
		Total Evaluated Cost (C)	

Total Cost of Bid: 2 X (C) = Rs.....

BID FORM

Tender No.: DOT/TERM/UK/Tender/Vehicle-Hire/2015-16/ Dated: 28-09-2015

To,
The Director(TERM)
O/o DDG(TERM), Uttarakhand
Dehradun

Dear Sir,

Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the Schedule of prices attached herewith and made part of this bid.

We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.

We agree to abide by this Bid for a period of 90 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.

Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

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

Dated thisDay of 2015

Signature of

In Capacity of
Duly authorized to sign the bid for and behalf of

Witness.....

Address
.....
.....

Signature

DECLARATION

"I/We hereby declare that I/We have carefully gone through the terms & conditions of tender notice no. DOT/TERM/UK/Tender/Vehicle-Hire/2015-16/ Dated: 28-09-2015 in detail and agree to the rates submitted by me/us in the Rate Sheet and I/We agree in full".

Signature of the Party: _____

Full Name in Block Letters _____

Capacity in which the Tender is signed: _____

Full Address: _____

Telephone Number: Office _____

Res. _____

BIO DATA OF THE PARTY

Name & Address of Firm/Party: -----

Telephone Number (O) -----
(R) -----

Whether it is Proprietorship or Partnership -----
Full Name(s) of Proprietor or Partners -----
(Attested copies of partnership deed -----
should invariably be attached) -----

Permanent Account Number (Income Tax) -----
Service Tax Registration Number of the -----
Firm/Party -----

CERTIFICATE

I _____, S/o _____, R/o _____ hereby certify that none of my relative(s) as defined in Section- III Clause 6 of tender document is/are employed in O/o DDG (TERM) Uttarakhand as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, DDG (TERM) Uttarakhand shall have the absolute right to take any action as deemed fit, without any prior information to me.

Signature _____
(For and on behalf of the contractor)

Name _____
Place _____
Date _____

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach at O/o DDG (TERM) Uttarakhand on or before date of bid opening)

To,
DDG (TERM)
Uttarakhand

Sub: Authorisation for attending bid opening on _____ (date) in the tender of

Following person is authorised to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder)

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorisation as prescribed above is not received.

PERFORMA OF PERFORMANCE SECURITY BOND

In consideration of Deputy Director General (TERM), DoT, Uttarakhand (hereinafter called DDG (TERM) Uttarakhand) having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfillment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ service provider's do hereby undertake to pay to DDG(TERM) Uttarakhand, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG (TERM) Uttarakhand, by reason of any breach by the said service provider's of any terms & conditions contained in the said agreement.

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) Uttarakhand stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG (TERM), Uttarakhand, reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers 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) Uttarakhand 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 _____/-.

We undertake to pay to the DDG (TERM), Uttarakhand, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.

We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (six months) a so that it shall continue to be enforceable till all the dues of the DDG(TERM) Uttarakhand under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM),Uttarakhand certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.

We (name of the bank) _____ further agree with the DDG (TERM) Uttarakhand that the DDG (TERM) Uttarakhand shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & 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), Uttarakhand, against the said service provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of DDG(TERM), Uttarakhand, or any indulgence by the DDG(TERM) Uttarakhand, to the said service provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the DDG (TERM), Uttarakhand.

Dated: _____

For _____
(Indicating the name of the Bank)

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

FINANCIAL BID**(To be enclosed in separate sealed envelope)**

Tender No. : _DOT/TERM/UK/Tender/Vehicle-Hire/2015-16/ Dated: 28-09-2015

**Financial Bid for providing Light Commercial Vehicles in the office of DDG (TERM)
Uttarakhand,****Vehicle- TATA INDIGO White Colour**

S.NO.	Items	Rate in Words (Excluding Service Tax charges)	Rate in Figures (Excluding Service Tax charges)
1.	Monthly Rate for usage for 2000 Kms run including diesel charges(Non AC)	Rs.....	Rs.....
2.	Rate beyond 2000 Kms	Rs..... per Km	Rs.....per Km
3	Overtime Detention Charges (refer Note mentioned below)	Rs.....per hour	Rs.....per hour
4.	Outstation night halt charges	Rs.....per night	Rs.....per night

Note: Normal timings will be 9 AM to 7 PM. Detention charges will be paid before/after this period.

Signature of the Bidder:

Name of the Bidder:

Date: