



**Government of India
Ministry of Communications & IT
Department of Telecommunications
Telecom Enforcement, Resource & Monitoring Cell, Rajasthan
Ground Floor, Sanchar Bhawan, Jhalana Institutional Area, Jaipur – 302004**

Tender No.: TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016

E-Tender DOCUMENT -

**For Hiring of Light Commercial Vehicles
by TERM Cell Rajasthan -
(Department of Telecommunications) -**

**(Visit us at www.dot.gov.in) -
Total No. of the Pages 40 -
COST OF THE TENDER FORM- Rs 570/- (inclusive of tax) -**

Due date/Time of receipt: 15:00 Hrs of 23/02/2016.

Due date/Online Opening at: 15:30 Hrs of 23/02/2016.

Not transferable

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Tender No. TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016

Notice Inviting e-Tender (NIT) for Hiring of Vehicles

1. On behalf of President of India , DDG TERM , Rajasthan invites E- tender (Two Bid system i.e. Technical Bid and Financial Bid) up to 15:00 Hrs on due date for hiring light commercial vehicle on monthly basis with features as mention in table below. The bidders should have at least one light commercial vehicles such as Swift Dzire/ETIOS/Tata Zest or equivalent or higher version (only diesel variant) of model **not older than 2014**, Taxi registered in the name of proprietor /partners of the firm and should registered under Rajasthan Tourist Permit at the time of Bid submission.

Office where services required	Model	Job Description	Quantity (approx)	Approx Cost (Rs.) (Excluding taxes)	Earnest Money Deposit (2.5%) Rs.	Security Deposit (5%) Rs.
O/o DDG TERM Cell Rajasthan, Jaipur 302004	Non AC Swift Dzire/ETIOS/Tata Zest or equivalent or Higher version (only Diesel variant)	1500 Kms/month	1	632000/-	15800/-	31600/-
	AC Swift Dzire/ETIOS/Tata Zest or equivalent or Higher version (only Diesel variant)	1500 Kms/month	1			

Note: The tenderer submit DD for Rs 15,800/- for the above EMD. The DD has to be submitted off line before 15:00 hrs on 23/02/2016 and scanned copy of DD to be uploaded online

2. Schedule

Dates of issue of Bid Document	: 29/01/2016 1030 hrs to 22/02/2016 15:00 Hrs
Last date & time for receipt of tender	: 23/02/2016 (Time:15:00 hrs.)
Physical submission of EMD and tender document fee: -	: 23/02/2016 (Time:15:00 hrs.) -
On-line opening of Tender Bids (Technical bids) -	:23/02/2016 (Time: 15:30 hrs.) -
Date & time for opening of Financial Bids for technically - qualified bidders -	: Will be intimated later -
Place of opening the Tenders	: O/o DDG TERM Rajasthan, Ground Floor, Sanchar Bhawan, Jhalana Institutional Area ,Jaipur-302004
Bid Validity period/validity of bid offer for acceptance by DoT -	: 90 days from the date of - opening of 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

4. Tender Document Fee: DD for an amount of Rs.570/- (Rupees: Five Hundred and seventy only) inclusive of applicable taxes (non refundable) from Nationalized/scheduled bank drawn in favour of “**CAO (Cash), O/o C.C.A. Rajasthan Telecom Circle, Jaipur**”, payable at Jaipur 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. Sale of physical copy of tender Document: Not applicable [DOT has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold]

6. Submission of tenders: Tenders 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 section-IV (part A) under clauses 4.2.

7. 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), Rajasthan, Ministry of Communications & IT, and Department of Telecommunications in this regard shall be final and binding on all.

Sd/-

Director-II -

O/o DDG(TERM), Rajasthan -

Ground Floor, Sanchar Bhawan, -

Jhalana Institutional Area, Jaipur-302004 -

(All details have to be filled and signed copy has to be scanned and along with scanned copies of all documents to be uploaded online as part of technical bid)

Section - I

Instructions to Bidders

Pre-Qualification Requirement for Bidders.

The bidders should furnish the under mentioned information, failing which their bids will not be considered.

1. Name of the firm
Address and Telephone Number
2. Name of the Contact Person
Telephone/Mobile Number
3. Name of the bank
(With full address)
4. Bank Account Number
5. PAN No.
(Please enclose photocopy of PAN Card)
6. Service Tax Regn. No
(Please enclose photocopy Registration Certificate)
7. The bidder should submit an affidavit (for proprietor firm)/ copy of partnership deed (for partnership firm)/registration certificate of the firm (for Pvt. Ltd/Public Ltd Co.).
8. The bidders should have at least one light commercial vehicles (Swift Dzire/ETIOS/Tata Zest or equivalent or higher version) of model **not older than 2014**, Taxi registered in the name of proprietor /partners of the firm. Details of the vehicles may be indicated against column 7(ii) in section II.
9. The bidder should enclose copy of registration certificate and valid comprehensive insurance cover for the vehicle in favor of proprietor/partners/firm as documentary evidence in support of each vehicle.
10. The bidder/firm should furnish a clear declaration that they will be able to supply all the tendered requirement of commercial vehicles of models registered not earlier than **2014** and in good running condition.
11. The bidder should submit a copy of the latest Service Tax return.
12. The bidder should submit EMD in the form of DD for the requisite amount as indicated at Clause No 1 of NIT. Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. Bids not accompanied by the requisite amount of Earnest money shall be rejected outrightly. The DD/Bank Guarantee has to be submitted offline before 1500 hrs of 23/02/2016 & scanned copy of DD to be uploaded online.

13. The bidder should submit a copy of the latest Income Tax return.

14. The bidder should furnish Annexure-I to Annexure-XI.

(All details have to be filled and signed copy has to be scanned and uploaded online as part of technical bid)

Section II

Schedule of Requirement

The contractor shall furnish the following information for Hiring of Light Commercial Vehicles.

1. Name of the firm
2. Address for communication
3. Registered office if any
4. Location of Garage
5. Telephone No. (Office, Residence, Garage).
6. Name of proprietor/partners/Directors.
7. (i) Date/year of commencement of business.

(ii) Details of vehicles as detailed in Clause No 1 of NIT, not older than 2014 model, owned by the bidder.

Sl. No	Regn. No	Make and model	AC/ Non-AC	Date of Purchase	Swift Dzire/ETIOS/TATA Zest or equivalent	Photocopy of RC/ Insurance enclosed
1						
2.						

8. Contact name of the person with Mobile no. for service before 9 AM and after 7 PM and during the day.
9. Any other information, which the bidder considers necessary to bring to the notice.

It is certified that the above information/certificates are true and in case of any of these found to be false, I/we shall be liable for any action as decided by the Dept of Telecommunications.

Dated.

Signature of Tenderer with Seal

SECTION-III

Technical Specifications

1. **General:-**Department of Telecommunication requires one AC and one Non A.C. taxi for the official use of Telecom Enforcement, Resource & Monitoring Cell Rajasthan.

It is therefore intended to enter into contract with taxi operator(s)/contractor(s) for a period of one year extendable for another six months with same terms and conditions with mutual consent for hiring of these cars on monthly basis.

2 Scope of work:

- 2.1 The contractor shall provide taxis as detailed on Clause 1 of NIT of models not older than 2014 as per requirement. The cars shall initially report as indicated below.

SL NO	Office where to report
1.	O/o DDG TERM Cell Rajasthan, Ground Floor , Sanchar Bhawan ,Jhalana Institutional Area,Jaipur-302004

- 2.2 - Regular reporting will be as directed by the controlling officers within the jurisdiction of city at Rajasthan and suburbs on monthly basis upon intimation for the same. The vehicle may be used for journey to various stations of Rajasthan or neighbouring states.
- 2.3 - Quantity of vehicles : 02 Nos. (one AC and one Non AC)
- 2.4 - **Duty hours:** The duty hours shall be 9 am to 7 pm.
- 2.5 - **Notice Period:** For urgent requirements other than 9 am to 7 pm is one hour in advance. The telephonic intimation to the driver or contractor shall be considered as notice.
- 2.6 - **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 correctness and to take action to recover the actual loss to the purchaser.

2.7 Special:

- I. Intending bidder must have a telephone/mobile number where requisition of Vehicles can be conveyed round the clock. **Telephone/mobile Number must be specified in the biodata of bidder.**
- II. - Payment of any Govt. Tax including service tax or duty for plying the vehicles in the service area will be liability of contractor.
- III. - Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips along with the monthly bill. In case of journey out of Jaipur, the liable entry tax for other states may also be claimed by producing the entry tax slip/receipt along with the monthly bill.

- 2.8 - The contractor will provide well-behaved drivers having knowledge of different routes, knowing minor repairs of vehicles, having valid driving licenses and also having proper uniforms and name badge. The driver would also be equipped with Mobile phone for communication at the cost of the contractor.
- 2.9 - The vehicle provided by the contractor must be in excellent condition and have proper and complete documents, which should be shown to the user /officer in charge of the vehicle, if asked for. If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of vehicle, so rejected
- 2.10 Normally, any change of Vehicle or driver on a regular basis shall be after written intimation to this office.
- 2.11 - The drivers of the vehicle will maintain Log books. The entries in the log book must be got certified from the officer/ officials and deposit the same at the close of each month duty to the officer in-charge, Department of Telecom.
- 2.12 The -contractor will comply with all the statutory requirements like pollution, emission, noise etc.

Section-IV (PART –A)

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Definition of terms.

- 1.1 Department or DoT means Telecom Enforcement, Resource & Monitoring Cell, Rajasthan, Department of Telecommunications its office situated at Ground Floor, Sanchar Bhawan, Jhalana Institutional Area, Jaipur-302004.
- 1.2 The bidder /tenderer means the firm / agency who participates in -this tender and submits its bid.
- 1.3 Contractor/Agency/Firm means the bidder whose bid will be accepted by Department of Telecommunication and shall include such successful bidder, its legal representatives, successors.
- 1.4 EMD shall mean Earnest Money Deposit.
- 1.5 Security Deposit shall mean monetary guarantee furnished by the successful tenderer for due performance of the contract.

2. Receipt and opening of Tenders :

- 2.1 Tenders duly filled in will be received and opened on the same date and time indicated in the Notice inviting tenders in the presence of tenderers / their authorized representatives who wish to be present. In case of authorized representatives, they have to bring with them the letter of authority from the corresponding tenderer as per Annexure-VI.
- 2.2 If due date of receipt of tenders and that of opening of tender is declared to be a holiday subsequently, the tender would be received and opened on the next working day but the time of receipt and opening will remain the same.
- 2.3 Department of Telecommunications reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Department.

3. Preparation of Tender :

- 3.1 - The bidders are required to submit the tender documents completed in all respects after satisfying each and every condition laid down in the tender document.

Bid Documents include:

- 1. Detailed Notice Inviting Tender
- 2. Pre-Qualification Requirement for Bidders (Section I)
- 3. Schedule of Requirement (Section II)
- 4. Technical Specifications (Section III)
- 5. General (Commercial) Conditions of Contract (Section IV Part A)
- 6. E-tendering instructions to Bidders (Section IV Part B)

7. Special Conditions of Contract (Section V)
8. Contract Form (Annexure-1)
9. Bid Form (Annexure-II)
10. Performance Security Bond Form (Annexure-III)
11. Certificate for the documents downloaded from the website (Annexure-IV)
12. Near Relationship Certificate (Annexure-V)
13. Letter of authorization to attend office/bid opening. (Annexure-VI)
14. Declaration Regarding Blacklisting / Non Blacklisting (Annexure-VII)
15. Bio data of the Bidder (Annexure-VIII)
16. Copy of latest income tax return.
17. Undertaking & declaration of Non tempering of documents (Annexure-IX).
18. Pre receipt of refund of EMD (Annexure-X).
19. Check list (Technical Bid) (Annexure-XI)

3.2 All rates shall be written both in figures and in words. Corrections, if any are to be made by crossing out, initialing and rewriting. In case of discrepancy between the words and the figures, the rates indicated in the words shall prevail. All cutting, insertion needs to be authenticated. **No over writing / usage of correction fluid will be permitted.**

4. SUBMISSION OF BIDS:

4.1 Bids must be submitted by the bidder on or before the 1500 hrs of 23/02/2016

4.2 -(a) **The technical bid shall contain:**

- i) EMD (scanned copy of DD to be uploaded online & **original DD to be submitted off line**).
- ii) Cost of the tender document i.e. document fee (scanned copy of DD to be uploaded online & **original DD to be submitted offline**).
- iii) All documents/certificates/declarations showing fulfillment of pre-qualification requirement as listed in section-I (to be scanned and uploaded online).
- iv) Schedule of requirement as listed in section-II (This one page section-II has to be signed after filling all the details and scanned copy to be uploaded online).
- v) Bid form as mentioned in Annexure-II (signed copy has to be scanned and uploaded online).
- vi) Certificates as mentioned in Annexure-IV and V (signed copies have to be scanned and uploaded online).
- vii) Letter of authorization as mentioned in Annexure-VI (signed copy has to be scanned and uploaded online).
- viii) Declaration Regarding Blacklisting / Non Blacklisting in Annexure-VII (signed copy has to be scanned and uploaded online).
- ix) Annexure VIII to XI (signed copy has to be scanned and uploaded online).

(b) **The Financial bid shall contain: -**

- i) Duly filled in financial bid as mentioned in section –VI (BOQ). -

Note: Original DDs of EMD and tender document fee have to be submitted offline as detailed under clause 6 of Section-IV (Part-B)

- 4.3 The Purchaser may, at his discretion, extend this deadline for the submission of bids - by amending the bid documents in accordance with Clause 6 in which case all - rights and obligations of the Purchaser and bidders previously subject to the - deadline will thereafter be subjected to the extended deadline. -
- 4.4 "Financial Bid" -of those Agencies / firms who fulfill the terms & conditions as specified in Section I to V will only be opened separately.
- 4.5 -Only tenders complete in all respects and received on or before the due date and time shall be considered.
- 4.6 - Tenders should be submitted and signed by a duly authorized person giving full name of the firm with its current business address.
- 4.7 - Department of Telecommunications reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- 4.8 - Department of Telecommunications reserves the right to award the contract to one or more parties.
- 4.9 - The quotation shall be valid for a period of at least 90 days from the date of opening of the tenders.
- 4.10 - The bidders should satisfy themselves before submission of the tender to Department of Telecommunications that they meet the qualifying criteria and capability as laid down in the tender documents.
- 4.11 The bidder -may modify or withdraw the bid after submission provided that the written notice of the modification or withdrawal is received by the DoT prior to the deadline prescribed for submission of bids.

5. Earnest Money Deposit :

- 5.1 Bidders shall submit along with the tenders, Earnest Money as indicated in clause No 1 of NIT in the form of Demand Draft drawn on any of the Commercial Banks payable at Jaipur **in favor of "CAO (Cash), O/o C.C.A. Rajasthan Telecom Circle, Jaipur"**. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.
- 5.2 Earnest Money shall be forfeited in case of the followings :

- i) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or increases the rates after deadline for submission of the bid but before the validity of the quotation expires.
- ii) On refusal to enter into contract after award of contract.
- iii) If the work is not commenced on the date of starting the work after work is awarded to the contractor.

5.3 No interest is payable on the Earnest Money Deposit under any circumstances and will be returned on completion of tendering process.

6 Preliminary evaluation:

- 6.1 DoT shall evaluate the bids to determine that they are complete, no computational errors have been made, required sureties have been furnished, the documents have been properly signed and the bids are generally in order.
- 6.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between amount quoted in words and figures, the amount in words shall be taken for evaluation.
- 6.3 Prior to the detailed evaluation, the DoT will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The DoT's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by the DoT and shall not be considered subsequent to the opening of bids by correction of the non- conformity.
- 6.4 - The DoT may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

6.5 Detailed evaluation:

DOT shall evaluate the financial bids of eligible bidders (qualifying technical bids) to determine the L-1 bidder as per following calculations:

Charges for vehicle (AC/Non-AC) for One month =

Monthly charge quoted+ Charges for 200
Extra km per month+Charges for 30 extra
hours per month + Charges for 05 days night
halt

Monthly hiring charges for all vehicles specified in clause 1 of NIT with rates specified in Financial bid will be worked out for 12 months (" A").

Note: .Ranking of the bidders as L-1, L-2, L-3 etc. will be decided based on total cost of Bid arrived at in Section-VI marked as "A".

7. Security Deposit :

7.1 The contractor shall furnish performance security to DoT as indicated at SI No 1 of NIT in the form of Bank guarantee as in Proforma Annexure-III within 15 days of award of the contract failing which necessary action including forfeiture of the Earnest Money Deposit will be taken against the contractor.

7.2 The security Deposit will be refunded on successful completion of the contract.

7.3 No interest is payable on the Security Deposit.

7.4 Security Deposit will be forfeited to DoT in case of Termination of the contract for Un- satisfactory performance and/or Non-performance of the contract.

8. Tax Deduction At source: Income tax and any other taxes as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.

9. Deviation : The contractor must comply with the tender specification and all terms and conditions of contract. No deviation will be permitted.

10. Award of Contract: DoT shall accept the lowest bid or any Tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason there of and without incurring any liability to the affected bidders for the action of DoT.

11. Terms of Payment: The bills in duplicate will be submitted for every month in the first week of the following month to the officers in charge of the Vehicles for the offices indicated at SI No 2.1 of section III by the respective contractors for payment. The bills will be accompanied by log book, vehicle wise. Contractor will have to submit the **receipt of deposited Service Tax one month prior to the expiry of contract**. The last bill will only be processed on showing the receipt of depositing of all previous Service Tax for this contract.

12. Duration/Period of Contract: Normally contract will be for **1(one) year** from the date of signing of the agreement. However, extension up to **next six month** will be considered at the same rates keeping in view of satisfactory performance of the firm and on mutual agreement.

13. Termination of Contract:

13.1 The purchaser may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.

- 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 purchaser.

- b) If the contractor fails to perform any other obligations under the contract agreement.
- 13.2 - The purchaser 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.
- 13.3 Notwithstanding anything contained herein, the purchaser also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

14. Termination for Insolvency

The purchaser 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.

15. Right to vary Quantities

The purchaser reserves the right to increase or decrease the required quantity by one vehicle in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions. **Accordingly \pm 25% in the cost also.**

16. 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 the purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

17. Right to Accept or Reject

The purchaser reserves the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, without assigning any reason.

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) RAJASTHAN, 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) RAJASTHAN or by whatever designation such officer may be called (herein after referred to as the said officer) and if the DDG (TERM) RAJASTHAN or the said officer is unable or unwilling to act as such , than to the sole arbitration of some other person appointed by the DDG (TERM) RAJASTHAN 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 re-enactment thereof or any rules made thereof.

18.2 The arbitrator may from time to time with the consent of both the parties extend 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) RAJASTHAN or such other place as the arbitrator may decide.

19. Jurisdiction of Courts: The courts/any other Tribunal or Forum in Jaipur alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

20. Insurance: The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on DoT, the same shall be reimbursed/indemnified by the Contractor.

21. Miscellaneous Conditions:

21.1 No other person except Contractor's authorized representative shall be allowed to enter DoT premises.

21.2 Within DoT premises, the Contractor's personnel shall not do any private work other than the normal duties.

21.3 Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep DoT indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

21.4 The personnel engaged by the Contractor are subject to security check by the DoT Security Staff at any time.

21.5 Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance to his personnel that might become applicable under any Act or Order of the Govt. DoT shall have no liability whatsoever in this regard and the Contractor shall indemnify DoT against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.

21.6 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

- 21.7 The contractor should prepare instruction sheet to the drivers with regard to their behaviour, salient conditions of the contract, numbers in case of emergency and ensure that the copy of the same shall be kept in the vehicle at all times.

22. Force Majeure

If during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser 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.

SECTION –IV (PART B)

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section-4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o DDG, TERM, Rajasthan, DOT has decided to use the (<http://www.eprocure.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry Of Communications & Information Technology, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

Instructions:

1. Tender Bidding Methodology:

Sealed Bid System 'single Stage – 2 e-Envelopes .

In case of two e-Envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on NIC's (National Informatics Centre) Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
6. Clarification to Tender Documents on CPPP Query to DOT (Optional) View response to queries posted by DOT, as addenda.
7. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
8. Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno- commercial Part
9. -View Post-TOE Clarification posted by DOT on CPPP (Optional) Respond to DOT's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial- Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
12. Submission of offline documents in sealed envelope at O/o DDG, TERM, - RAJASTHAN, GROUND FLOOR, SANCHAR BHAWAN, JHALANA - INSTITUTIONAL AREA, Jaipur-302004. -
13. **-Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.**

14. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name -	Allowed or not In CPPP	Reason for allowed / Allowed
QA Certificate	not allowed -	Space in between characters not allowed
QA - Certificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QA Certificate	allowed -	Upper & lower cases allowed

15. It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -VI (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (**Preferably below 50 MB**) may be checked.

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> for more details].

4. REGISTRATION

To use the NIC's Central Public Procurement Portal (<http://www.eprocure.gov.in>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and to the e-procure link then select Bidders Manual Kit.

Note : Please contact NIC Helpdesk (as given below), to get your registration accepted / activated

Help Desk Nos:

Telephone No. 1800 233 7315

Email ID: cphp-nic@nic.in (Please Mark CC: support-nic@ncode.in)

DOT Contact 1:

TERM's Contact Person: Mr. R.L. Meena, Director-II, O/o DDG, TERM, Rajasthan
Telephone/ Mobile: 09414001115
E-mail ID: dir2term.rj-dot@nic.in

DOT Contact 2:

TERM's Contact Person: Mr. S.K.Meena, ADG O/o DDG, TERM, Rajasthan -
Telephone / Mobile: 09414004344 -
E-mail ID: adg2term.rj-dot@nic.in -

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents/Addendum/Addenda
- Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – “Complete”.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, **contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.**

Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

6. Offline Submissions:

The bidder is requested to submit the following documents offline to O/o DDG, TERM, RAJASTHAN, GROUND FLOOR, SANCHAR BHAWAN, JHALANA INSTITUTIONAL AREA, Jaipur-302004, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed

as “E tender for HIRING OF VEHICLES FOR OFFICIAL USE of RAJASTHAN TERM CELL” and the words

‘DO NOT OPEN BEFORE’ (15:30 hrs 23/02/2016).

1. EMD-Bid Security in Original in accordance with Clause 1 of NleT.
2. DD against payment of tender fee in accordance with Clause 4 of NleT for hiring of vehicles.

Note: 1. The Bidder has to upload the Scanned copy of all above mentioned original documents during Online Bid-Submission.

Note: 2. Special Note on Security of Bids

Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. - Security related aspects as regard Bid Submission are outlined below: -

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic - Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the - Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online - Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, - when demanded by the concerned Tender Opening Officers who will open the bid. Else - Tender Opening Officer may authorize the bidder to open his bid himself. -

There is an additional protection with SSL Encryption during transit from the client-end - computer of a Supplier organization to the e-tendering server/ portal. -

7. Public Online Tender Opening Event (TOE)

CPPP offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on CPPP. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

CPPP has a unique facility of 'Online Comparison Chart' which is dynamically updated

as each online bid is opened. The format of the chart is based on inputs provided by Buyer for each Tender. The information in the Comparison Chart is based on the submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on screens. -

CPPP has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. -

This is available to all participating bidders for 'Viewing/ Downloading'. -

There are many more facilities and features on CPPP. For a particular tender, the viewed by a Supplier will depend upon the options selected by the concerned Buyer. -

NOTE: In case of internet related problem at a bidder's end, especially during 'critical - events' such as – a short period before bid-submission deadline, during online tender opening event, during e-auction, it is the bidder's responsibility to have internet connections. In case there is a problem at the e-procurement/ e-auction provider's end (in the server, leased line, etc) due to which all the bidders face a during critical events, and this is brought to the notice of DOT by the bidders in time, DOT will promptly re-schedule the affected event(s).

8. Other Instructions:-

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), click on eprocure and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The help information provided through '**CPPP User-Guidance Center**' is available in three categories –

Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS must be assiduously adhered to

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on **CPPP**.
2. Register your organization on **CPPP** well in advance of your first tender submission deadline on **CPPP**.
3. Get your organization's concerned executives trained on **CPPP** using online training module well in advance of your tender submission deadline on **CPPP**.
4. Submit your bids well in advance of tender submission deadline on **CPPP** (DOT should not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

9. Minimum Requirements at Bidders end

Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) -
2 Mbps Broadband connectivity with UPS.

Microsoft Internet Explorer 6.0 or above Digital -
Certificate(s) for users. -

10. PRICE SCHEDULE / BOQ:

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

1. Download price schedule/BOQ Section-VI (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only. Please enter only bidder name and rates in figures (excluding service tax).
3. BOQ Section -VI file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

Section-V

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the General conditions of the contract as contained in Section IV (PART-A) and wherever there is a conflict, the provisions herein shall prevail over those in IV (PART-A).
2. The office of the purchaser, 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 shall the purchaser assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per minimum wages Act & existing provisions of various labour laws and regulations is the sole responsibility of the contractor. Observance of such laws or regulations shall be the responsibility of the contractor.
5. No sub-contracting is permissible.
6. The near relatives of all employees working in the DoT either directly recruited or on deputation are prohibited from participation in this tender.
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. The purchaser shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to the purchaser have to be suitably compensated by contractor.
8. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, the purchaser will not pay any mileage run for such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability.
When the vehicle is sent for the servicing than for that day any other vehicle of same or higher type is to be provided up to the satisfaction of the user.
9. Regular checking of meter by the designated transport authority may be done by the contractor and copy of the requisite certificate is to be produced in every three months to the purchaser. In addition to this the certificate may be demanded as and when the user feels the need.
10. In case of any vehicle is utilized below 1500 Kms in a month, balance Kms shall be carried for next three months and will be adjusted against extra mileage, if any without any extra cost to DOT, otherwise it will go lapse. In case of bill for the last month of the contract period, the payment will be done on prorated basis.
11. Normally the vehicle may be used anywhere in the territorial jurisdiction of the purchaser but can even be outside the jurisdiction as per the need basis.

12. During the operation of agreement in any month , the vehicle model shall not be older than year 2014 and change of vehicle with similar type or higher will be allowed during break down of contract vehicle and with written approval of controlling officer.
13. **TDS applicable** will be deducted from the payable amount of the bill.
14. The vehicle to be parked at office premises or any other place of choice of the contractor but not more than 10 (ten) kilometres per day or the actual distance covered in round trip between user delivery address and the garage (provided by vehicle owner), whichever is less, will be given for counting of distance on days the vehicle is actually called for duty. For this purpose, the contractor will have to submit the address (at the start of month and also along with the monthly bill) of garage/ normal parking place.
15. The contractor shall abide by all local/municipal/state/central laws and regulations.
16. Payment of all kinds of **Government taxes or duties** for supplying vehicles will be the liability of the contractor.
17. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the purchaser to contact them as and when required, during the period of the contract. In case, it is not possible to contact the driver, due to any reason, than the same will be intimated to the contractor on the number provided in “Bidder’s bio data”. It will be the responsibility of the contractor to make alternate arrangement of the driver and vehicle.
18. 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 purchaser.
19. The Service provider/contractor shall not engage any person below the age of 18 years.
20. Vehicles shall be maintained in good condition. Vehicles so hired may be inspected by user or any officer of the purchaser.
21. In case of night halt, only the night halt charges will be paid but the time from 7:00 PM to morning 9:00 AM will not be counted for duty hours.
22. **Penalties:**
 - I. - The vehicle is to be made available at any time as and when required (including Sundays and public holidays). **In case of non-availability of vehicles penalty of Rs.500/- per day shall be imposed** in addition to deduction at pro-rata basis for that day. The intimation to driver and/or contractor about requirement of vehicle and then non availability of vehicle within one hour is sufficient to impose the penalty. Delay in supply of vehicle more than1 (One) hour will be treated as not supply of vehicle that day.
 - II. In case of break down, vehicles have to be replaced by other vehicle (of similar type or higher) immediately or within not more than one hour. In case of non availability of suitable vehicle (of similar type or higher) with in one hour, a penalty up to **Rs.**

200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds two times in a month, a penalty of Rs. 500/- per break down shall be imposed.

23. Price Revision:

23.1 - No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid/deducted 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:

$$\begin{aligned} &\text{Increase or decrease in Diesel price during the month} = \\ &\frac{\text{Actual KMs run by the vehicle} \times (\text{Revised rate per litre} - \text{Base rate per litre})}{\text{Average KM per litre of Diesel consumption (KMPL)}} \end{aligned}$$

(Note: - The Base Rate of Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as 15 Kms in case of AC vehicles. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

23.2 - 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, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

23.3 - 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.

23.4 - The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

Annexure-I

CONTRACT FORM

Tender No: **TERM -RAJ/30-05/VEHICLE TENDER/2016/09**, Dated **29/01/2016**

1. This agreement is made this..... day.....between.....(name of the company).....herein after called the first party which expression shall include his heirs, executors and administrators/their successors and Telecom Enforcement, Resource & Monitoring Cell, Rajasthan, Department of Telecom, herein after called "DOT", the second party, through DDG (TERM), Rajasthan herein after include his successors and assignees, shown as under:-

That whereas the first party shall and will execute the work described as providing taxis/vehicles to DOT, Rajasthan as per all the terms and conditions given in notice inviting Tender dated _____ and all its sections and annexure which shall become part and parcel of this agreement.

This agreement is made for a period of one year from.....,..... as in clause 12 of section IV (PART A) of the bid document as decided upon to do so by the second party on the same terms, norms and rate.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURE ON THIS DAY OF2016.

Witness for Contractor:

Witness for DoT:

(All details to be filled and signed copy has to be scanned and uploaded online as part of technical bid)

ANNEXURE-II

BID FORM

Tender No. **TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016**

To,

DDG TERM Rajasthan
Sanchar Bhawan , Ground Floor ,
Jhalana Institutional Area,
Jaipur

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide taxi in conformity with the conditions of contract and specifications and as per the schedule of prices attached herewith and made part of the Bid.

We undertake, if our Bid is accepted, to commence providing vehicles as per your Work order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum as specified in the contract for the due performance of the Contract.

We agree to abide by this Bid for a period up to 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 expiry of that period.

Until a formal work order of contract is prepared 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 alteration and replacement.

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

Dated this..... day of2016

Signature of in Capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Tele No(s):-

Signature.....

Fax No(s)

Address.....

E-Mail Address:-

ANNEXURE-III

PERFORMANCE SECURITY BOND FORM

Tender No: **TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016**

1. In consideration of the president of India (hereinafter called 'the Government') having agreed to exempt..... (here in after called 'the said Contractor(s)' from the demand, under the terms and conditions of an..... For the supply of(hereinafter called' the said Agreement'), of said Agreement, on Production of a bank guarantee forwe, (Name of the bank).....(hereinafter referred to as 'the Bank') at the request ofcontractor(s) do hereby undertake to pay to the Government an amount not exceeding..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank)..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractors(s) failure to perform the said agreement. Any such demand make on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so make by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) have no claim against us for making such payment.

4. We (name of the bank)..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... (Office/department) Ministry ofcertifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is make on us in writing on or before the expiry of ONE and HALF YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the bank).....further agree with the Government that the Government shall have the fullest liberty without our consent and without affection 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 contract(s) from time of time or the postpone for any time or from time to time any of the powers exercisable by the

Government against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said contract(s) for any forbearance, act or omission on the part of the Government of any indulgence by the government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

We (name of the bank).....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated theday of

For.....

(indicate the name of the bank)

Witness:-

Telephone No(s):-

STD Code-

FAX No.

E-mail Address:-

(All details to be filled and signed copy has to be scanned and uploaded online as part of technical bid)

ANNEXURE-IV

Tender No: TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.eprocure.gov.in> or <http://www.dot.gov.in> and no additional/deletion/correction has been made in the document downloaded. I also declare that I have enclosed a DD No. Dated.....for Rs..... towards the cost of tender document along with technical bid".

In case at any stage, it is found that the information given above is false / incorrect, DoT shall have the absolute right to take any action as deemed fit/without any prior intimation.

SIGNATURE OF THE BIDDER WITH SEAL

(All details to be filled and signed copy has to be scanned and uploaded online as part of technical bid)

ANNEXURE-V

Tender No: **TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016**

CERTIFICATE REGARDING NEAR RELATIVES

I S/o resident of hereby certify that none of my near relative(s) as defined in Section V clause 1.9 in the tender document is/are employed in DoT. 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.

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)(All details to be filled and signed copy has to be scanned and uploaded online as part of technical bid)

ANNEXURE-VI

Tender No: **TERM -RAJ/30-05/VEHICLE TENDER/2016/09**, Dated **29/01/2016**

LETTER OF AUTHORISATION FOR ATTENDING Office

Subject: - Authorization for attending bid opening on..... (date) in the tender of

Following persons are hereby authorized to attend the office for the tender mentioned above on behalf of (bidder) in order of preference given below:-

Order of Preference	Name	Specimen Signature
1.		
2.		

Signatures of bidder

Or

Officer authorized to Sign the bid Documents on behalf of the bidder.

Note 1. Maximum of two representatives will be permitted to attend office. In case where it is restricted to one, first preference will be allowed.

2. Permission for entry to the hall where bids are processed may be refused in case authorization as prescribed above is not received.

ANNEXURE-VII

DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING

FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT/PSUs

Tender No: **TERM -RAJ/30-05/VEHICLE TENDER/2016/09**, Dated **29/01/2016**

(To be executed & Attested by Public Notary/Executive Magistrate on Rs.10/- Stamp paper by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----
-----has not been blacklisted or debarred in the past by DoT or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director (s) of M/S. ----- hereby declare that the firm/company namely M/S.-----
was blacklisted or debarred by DoT, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by the purchaser, and EMD/SD shall be forfeited. In addition to the above the purchaser, will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Name -----

Capacity in which signed: -----

Name & address of the firm: -----

Seal of the firm should be Affixed.
--

Date:

Signature of Bidder with seal.

ANNEXURE-VIII

Photograph of
bidder (Self signed
across the photo)

BIO DATA OF THE BIDDER

Tender No: **TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016**

1) Name & Address of Firm/Party:

Telephone Number (O)
(R)
(Mobile)

2) Whether it is Proprietorship or Partnership

3) Full Name(s) of Proprietor or Partners
(Attested copies of partnership deed
should invariably be attached along
with Authorisations)

4) Permanent Account Number (Income Tax)

5) Sales Tax / service tax Registration Number of the Firm/party (if applicable)

6) Reference Number of Tender Offer of the Firm/party

**Seal of the firm should be
Affixed.**

Date:

Signature of Bidder with seal.

ANNEXURE-IX

DECLARATION OF NON TEMPERING OF TENDER DOCUMENT

Tender No: **TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016**

I / We declare that :-

Proprietor/ Partner(s)/ Director (s) of M/S. -----

Hereby declare that I / We has/have not been tampered the tender document no.: **TERM - RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016**

Signature -----

Name -----

Name & address of the firm: -----

ANNEXURE-X

Tender No: **TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016**

PRE RECEIPT FOR REFUND OF EARNEST MONEY

Received with thanks from DoT Rajasthan TERM Cell a sum of Rs. ----- /- (Rs --
-----) only, towards refund of Earnest Money Deposit paid in
respect of Tender for **“TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLES” vide no.: TERM -
RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016**

Date:

Signature of Bidder

(on one rupee revenue stamp)

Place:

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

Name & Address: _____

ANNEXURE-XI
Check List (Technical Bid)

Tender No: **TERM -RAJ/30-05/VEHICLE TENDER/2016/09**, Dated **29/01/2016**

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your Company/Firm Recognized/Registered (Attach Photocopy as a proof) <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of (please specify name)	
3.	Income Tax Permanent account Number (PAN) : (attach Proof along with copy of latest Income tax return)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Valid Service Tax Registration certificate : (attach Proof)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Declaration that firm shall be able to supply the tendered vehicles.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Document showing ownership of vehicle(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	EMD/Bid security of required amount in form of Demand Draft.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Latest income tax return	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Declaration for "NO NEAR RELATIVE" working in TERM, DoT.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Declaration for "NON TEMPERING" of tender document.	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	Declaration about "Non-Blacklisting" of firm/party/company.	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	Power of attorney in original (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No

DATE

SIGNATURE

SEAL

(Bidder Name and Values have to be filled and uploaded online)

Section –VI

FINANCIAL BID (BoQ)

Tender No: TERM -RAJ/30-05/VEHICLE TENDER/2016/09, Dated 29/01/2016

FORMAT FOR QUOTING RATES FOR VEHICLES ON MONTHLY BASIS

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

S.No	Item Description	Item Code/ Make	Quantity	Units	Rates in Figures (Excluding service tax) to be entered by the bidder Rs.	Total amount in Rs. (excluding service tax)	Total amount in words
1	Non AC Swift Dzire/ETIOS/TATA Zest or equivalent or higher version only Diesel version (Monthly basis)						
1.01	Charges for 1500 KMs per month	Item1	1	No.s			
1.02	Charges for extra KM (over 1500 KMs per month) in Rs. Per KM	Item2	200	KMs			
1.03	Charges for extra hours beyond Duty hours in Rupees Per hr.	Item3	50	HRs			
1.04	Charges for outstation night halt charges in Rs per night	Item4	5	No.s			
2	AC Swift Dzire/ETIOS/TATA Zest or equivalent or higher version only Diesel version (Monthly basis)						
2.01	Charges for 1500 KMs per month in Rs.	Item5	1	No.s			
2.02	Charges for extra KM (over 1500 KMs per month) in Rs. Per KM)	Item6	200	KMs			
2.03	Charges for extra hours beyond duty hours (Rs. Per hr.)	Item7	50	HRs			
2.04	Charges for outstation night halt (Rs. per night)	Item8	5	No.s			
	Total in Figures (A)						
	Quoted rate in words (A)						

DATE

SIGNATURE

SEAL

Note 1: Amount which comes under para 1.02 to 1.04 & 2.02 to 2.04 as above has not been included in the estimated tender cost.

Note 2: In case of any vehicle is utilized below 1500 Kms in a month, balance Kms shall be carried for next three months and will be adjusted against extra mileage, if any without any extra cost to DOT, otherwise it will go lapse. **In case of bill for the last month of the contract period, the payment will be done on prorate basis.**

Note 3: The rates should be inclusive of all taxes/duties (Central, State and Municipal) other than service Tax, which shall be paid extra if applicable.

Note 4 - There shall be no minimum mileage per day. Extra hours shall be over and above 10 hours per day (normal day shall be from 09:00 hrs to 19:00 hrs.) and Extra mileage will be over and above 1500 Kms in a month.

Note 5: The outstation night halt charges shall be applicable only when vehicle will be taken outside the city limits of Jaipur TERM Jurisdiction and halts.

Note 6: The rates quoted should be inclusive of statutory taxes as may be applicable (except service tax which will be paid as applicable)

Note 7: The detailed evaluation procedure to arrive at L-1 bidder will be as mentioned in clause 6.5 under section-IV (part-A) of tender document

Note 8: Rates should be quoted for all the items

Certified that I have quoted the above rates all-inclusive in figures and words and I am agreeable to the terms and conditions of the Tender Schedule.

Signature -----

Name -----

Name & address of the firm: -----
