

**GOVERNMENT OF INDIA -  
MINISTRY OF COMMUNICATIONS & IT -  
DEPARTMENT OF TELECOMMUNICATIONS -  
OFFICE OF THE DEPUTY DIRECTOR GENERAL (TERM) -  
2<sup>nd</sup> Floor, Doorsanchar Bhawan, Hosangabad Road, Bhopal-462015 (MP) -**

E-BID DOCUMENT

**For Providing Vehicles on Hiring Basis to -  
Telecom Enforcement, Resources & Monitoring Cell -  
M.P. -**

Not transferable

Price of Bid Document: Rs. 573.00

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

Name of Tenderer:

Signature & Stamp:

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**GOVERNMENT OF INDIA -  
MINISTRY OF COMMUNICATIONS & IT -  
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OFFICE OF THE DEPUTY DIRECTOR GENERAL (TERM) -  
2<sup>nd</sup> Floor, Doorsanchar Bhawan, Hosangabad Road, Bhopal-462015 (MP) -**

Tender No. 9-8/2016/DDG TERM MP/Vehicle Tender/2015-16/7

dated 29.01.2016

**SECTION I  
NOTICE INVITING TENDER**

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

Description of services	Vehicles Models	Type of Vehicle	Qt.	Estimated Cost of tender	Usage Area
Hired commercial registered vehicles on monthly basis	Indigo no –AC Or any Sedan vehicle higher version.(diesel)	Non-AC	2	11.60 Lakhs	ALL M.P.

2. Note: The tenderer should submit DD for Rs.29,000/- for EMD &Rs 573/-for Tender document FEE. The DD has to be submitted off line before 15:00 hrs. On 25.02.2016 and scanned copy of DD to be uploaded online.

**1. Schedule:**

Date of issue of Bid Document	: Bidder can download the Bid Document from 29.01.2016 from the DOT website <a href="http://www.dot.gov.in">http://www.dot.gov.in</a> or the E Procurement portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .
Last Date & time for receipt of tender	: 25.02.2016 at 15:00 hrs.
Physical submission of EMD and tender document FEE	: 25.02.2016 at 15:00 hrs.
On-line opening of Tender Bids(Technical bids)	: 25.02.2016 at 15:30 hrs.
Date & time for opening of Financial Bid for Technically qualified bidders.	: Will be intimated later.
Place of opening the Tenders	: <b>2<sup>nd</sup> Floor, Doorsanchar Bhawan, Hoshangabad Road, Bhopal</b>

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Name of Tenderer:

Signature &amp; Stamp:

Bid Validity Period/Validity of Bid offer for : 90 days from the date of opening of the tender.  
Acceptance by DOT

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

3. **Tender Document FEE:** DD for an amount of Rs.573/-(Rupees Five Hundred and Seventy three only) inclusive of applicable taxes (nonrefundable) from Nationalized / Scheduled bank drawn in favour of “CAO (CASH), CCA (MP), Bhopal payable at Bhopal 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.

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

5. 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), MP, Ministry of Communication & IT, and Department of Telecommunications in this regard shall be final and binding on all.

6. The aforesaid DDs/Pay orders towards cost for Tender Document and EMD should be submitted offline to the tender inviting authority i.e. Director -I, TERM Cell ,MP on or before 15:00 hrs. On 25.02.2016 and the scanned copy to be uploaded online or before 15:00 hrs. on 25.02.2016 .The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

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

Director -I  
Office of Dy. Director General (TERM)  
2<sup>th</sup> Floor, Door sancharbhawan  
Bhopal (M.P.)-462015

Name of Tenderer:

Signature & Stamp:

## **SECTION II INSTRUCTIONS TO BIDDERS**

### **1. Definitions:**

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

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

### **3. Eligibility Criteria**

- i. The bidder should be sole proprietors or registered firm /company or registered travel agency or registered tour operator.
- ii. The bidder should own either self or on lease minimum two Vehicles (not older than 2014 model) on lease contract with their owners.
- iii. The vehicle should be registered as commercial vehicle with RTO.
- iv. The bidder shall submit full details of the vehicle that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2014.
- v. The bidder should have at least one year experience certificate of satisfactory performance in similar services with Central Govt. /State Govt. /Public sector/Govt. Local bodies.
- vi. The bidder shall be registered for service Tax & Income Tax.

### **4. Cost of Bidding**

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

Name of Tenderer:

Signature & Stamp:

**5. Bid Document**

i. Bid document includes

- a. Notice Inviting Tender- Section I
- b. Instructions to Bidders- Section II
- c. General (Commercial) Conditions of Contract- Section III
- d. Special Conditions of the Contract- Section IV
- e. Schedule of Requirements- Section V
- f. Technical Bid Form – Section VI
- g. Financial Bid Form- Section VII
- h. Format for Performance Bank Guarantee- Section VIII
- i. format for Agreement – Section IX
- j. Check list & instructions of bid document- Section X
- k. Format for letter of Authorization for attending of Bid Opening- Section XI

ii. The bidder is required to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantively responsive may result in rejection of the bid.

iii. A prospective bidder requiring any clarification on the Bid documents shall have to notify the purchaser in writing. The purchaser shall respond in writing to any such request which it receives not later than 7 days prior to the date of opening of Tender.

**6. Amendment to bid document**

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

**7. Bid Form**

The bidder shall complete the bid form and the appropriate price schedule furnished in the bid document as per Sections VI & VII.

**8. Bid Price:**

- i. The supplier shall quote the price as per format enclosed (section VII) and fill up the relevant parts accordingly.
- ii. Bids submitted with variable prices shall be rejected as a non-responsive bid.
- iii. The prices quoted by the bidder shall remain firm during the entire period of the contract

Name of Tenderer:

Signature & Stamp:

- & shall not be subject to variation on any account except in case of change in diesel prices.
- iv. In case of change in diesel prices during the contract period, rates will be proportionately increased/decreased on quarterly basis.  
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 Diesel rates will be worked out and paid only when the variation to base rate is  $\pm 10\%$ . 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 Diesel during the month =**

Actual KMs run by the vehicle X (Revised rate per litre - Base rate per litre)

Average KM per litre of Diesel consumption (KMPL)

(**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 **15Kms for Indigo in Diesel driven**. If there is decrease in Diesel Price, formula will indicate negative figure which means the deduction shall be done from the bill).

- v. The review for change in hire charges due to change in diesel 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 1<sup>st</sup> day of next quarter. Base Rate of diesel would be diesel prices as on date of award of contract.
- vi. The service provider shall submit supplementary bill for reimbursement towards increase in Diesel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of diesel price prevailing on 1<sup>st</sup> of the month
- vii. The unit prices shall be quoted with sufficient details to enable the purchaser to arrive at total prices of the services offered.
- viii. The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable & illogical rates.
- ix. "DISCOUNT" if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount etc. into account.
- x. In case of reduction of taxes and other statutory duties during contract period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- xi. Any increase in taxes and other statutory duties/levies during the contract period shall be borne by the supplier. Bid Price shall be inclusive of all taxes. However, these taxes shall be shown separately in the bill while claiming.

**9. Earnest Money Deposit:**

- i. The Earnest Money Deposit is required to protect the Purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.
- ii. An Earnest Money Deposit (EMD) of Rs. 29,000/- as mentioned in NIT in the form of A/C payee Demand draft drawn in favor of the 'CAO (CASH), CCA(M.P.)', payable at Bhopal from a nationalized/scheduled bank, should be enclosed with the bid.
- iii. Amount or amounts payable, if any, to the bidder or the bid security furnished by the bidder in respect of an earlier bid, shall not be adjustable against this bid.

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- iv. The amount deposited as bid security shall carry no interest during the entire period it remains with Department of Telecommunications.
- v. The Earnest Money Deposit of unsuccessful bidders will be discharged /returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.
- vi. The Earnest Money Deposit of the successful bidder will be converted as part of performance guarantee.
- vii. The bid security ( i.e. EMD) shall be forfeited:
  - (1) if the bidder withdraws his bid during the period of bid validity ; or
  - (2) In the case of a successful bidder, if the bidder fails to sign the contract and /or fails to furnish performance guarantee (S.D.) in accordance to the relevant clauses of the documents(s).
- viii. A bid not secured in accordance to para 9 shall be summarily rejected as a non-responsive bid.

**10. Filling of Bid Document**

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

**11. Submission of Bid:**

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

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

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

**13. Summary Rejection of Bid:**

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

- i. A bid not secured in accordance with para 9 of section II of the bid document.
- ii. Downloaded bid document without DD for requisite amount towards price of bid document (Rs. 573/-) in favour of 'CAO (CASH), CCA M.P.' payable at Bhopal from a Nationalized/Scheduled bank.
- iii. Conditional bid or bid received with validity for a shorter period than prescribed.
- iv. Documents establishing eligibility as per clause 3 not submitted.
- v. Over-writing/ corrections in the Financial Bid form.

Name of Tenderer:

Signature & Stamp:



**14. Evaluation:**

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

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

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

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

**16. Documents comprising the bid**

The submitted bid document shall comprise the following components:-

**PART A**

**A. Technical Bid:-**

- i. Technical Bid form duly filled (as per section VI).
- ii. Price of bid form in the form of DD in case of bid forms downloaded from website.
- iii. EMD of Rs.29,000/- in the form of DD from a nationalized/scheduled bank drawn in favour of 'CAO (CASH), CCA M.P.', payable at Bhopal.

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- iv. Documentary evidence established in accordance with clause 3 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted. The following documents shall be submitted along with the technical bid form:-
- a. Self-attested copy of Certificate of Incorporation and/or valid Shop & Establishment Registration Certificate, as applicable
  - b. Self-attested copy of Article/Memorandum of Association or Partnership Deed or Declaration stating that the firm is a proprietary concern  
As the case may be, of the Company/Firm/Agency in respect of clause 3.
  - c. Self-attested copy of PAN/GIR card of the Company/Firm/Agency in respect of clause 3.
  - d. Self-attested copy of the Service tax registration of the Company/Firm/ Agency in respect of clause 3.
  - e. Self-attested copy of audited P&L account for the financial year in respect of clause 3.
  - f. Self-attested copies of RC books of the vehicle owned in respect of clause no. clause 3.
  - g. Self-attested copy of experience certificates, work orders etc. in respect of clause 3.
- v. Certification regarding near relatives as per Annexure-II of section VI. In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all directors of company.
- vi. Tender document duly signed and stamped on all pages.
- vii. Declaration as per Annexure-I of Section VI

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

**PART – B**

**B. Financial bid:-**

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

Director -I  
Office of Dy. Director  
General (TERM) 2<sup>th</sup> Floor,  
Door sancharbhawan  
Bhopal (M.P.)-462015

Name of Tenderer:

Signature & Stamp:

### SECTION III

#### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

**1. Application**

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

**2. Period of validity of bids**

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

**3. Cancellation of bid**

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

**4. Contacting the Purchaser**

No bidder shall try to influence the Purchaser on any matter relating to its bid, at any stage. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**5. Award of Contract**

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

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

**7. Annulment of Award**

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

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

**9. Performance Security**

- i. The successful tenderer will have to deposit a Performance Security Deposit within 15 days of the issue of the formal order, for a sum equivalent to 10% of contract value subject to revision at the time of placing the work order. The performance security should be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of

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‘CAO (CASH), CCA (M.P.)’, payable at Bhopal or Fixed Deposit Receipt (FDR) from a Commercial Bank. Made in the name of the Company / Firm / Agency but hypothecated to the ‘CAO (CASH), CCA (M.P.), Bhopal’. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

- ii. Performance security will be discharged after three months (from the end of contract) after compliance of contractor’s performance obligations under the contract.
- iii. If the agency fails to deploy vehicles against the initial requirement within 15 days from date of placing the order, the Performance Security Deposit shall stand forfeited without giving any further notice.
- iv. If the contractor fails or neglect any of his obligations under the contract it shall be lawful for DDG (TERM), MP to forfeit either whole or any part of performance security deposit furnished by the bidder as compensation for any loss resulting from such failure.

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

#### **10. Extension of contract period.**

The contract shall be for one year (unless otherwise specified). However the purchaser reserves the right to extend the contract period on the same rates and terms & conditions., **for a further period of six months** beyond the period specified in the letter of Intent **and another six months on mutual consent**,

#### **11. Right to vary quantities:**

DDG (TERM), MP reserves the right at the time of award of contract or at any time during the contract period, to increase the number of vehicles by 2(two) or decrease the number of vehicles by 1(one). However the performance security is to be submitted for additional vehicle on similar terms and conditions mentioned in the clause 9 of section -III

#### **12. PAYMENT TERMS :**

The agency shall raise the bill, in triplicate, along with log sheet, duly verified by user of the vehicle, in respect of the vehicles deployed and submit the same to DDG (TERM) MP in the first week of the succeeding month. As far as possible the payment will be released by second week of the succeeding month. The claims in bills regarding service Tax and any other dues to be paid to the government etc. should be necessarily accompanied with documentary proof pertaining to the concerned month’s bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office. However if there is delay in payment, purchaser shall not be responsible to make payment of interest etc.

#### **13. Liquidated Damage Charges:**

- i. In case of break down, vehicles have to be replaced immediately (within one hour). In case of non-availability of suitable vehicle penalty up to Rs.200/- may be imposed for every hour beyond first hour in addition to deduction on pro-rata basis for the period. If the number of break downs exceeds three times in a month, a penalty of Rs.1500/- per break down shall be

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- imposed in addition to deduction on pro-rata basis for the period.
- ii. In case of non-availability of vehicles, penalty of Rs.200/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
  - iii. In case of non-availability of vehicles, during extra hours, a penalty of Rs. 200/- per hour shall be imposed.
  - iv. If drivers are reporting late – a penalty of Rs 50/- per hour per occasion if the delay is more than half an hour.
  - v. 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 the DDG (TERM), MP
  - vi. In case a vehicle of lower category is provided a penalty of Rs. 500/- per day will be imposed.

#### **14. Termination of Contract.**

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

#### **15. Termination for insolvency**

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

#### **16. Force Majeure**

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

#### **17. Resolution of disputes & Arbitration**

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

#### **18. Set Off**

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

Name of Tenderer:

Signature & Stamp:

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

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

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

- i. The purchaser shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
- ii. The purchaser shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a "family member of employee of Department of Telecommunication as per the clause 21 below".

**21. Tenderers whose near relatives are employees of TERM Cell/CCA/DoT are not eligible to participate in this tender. 'Near Relatives' in relation to a Government Servant includes:-**

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

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

Director -I  
Office of Dy. Director General (TERM)  
2<sup>th</sup> Floor, Doorsanchar Bhawan  
Bhopal (M.P.)-462016

Name of Tenderer:

Signature & Stamp:

**SECTION IV**  
**SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instructions to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. DDG (TERM) MP reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with other departments/offices of central government.
4. The contract shall automatically expire after one year from commencement of the contract unless extended as per clause 10 of section III.
5. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
6. The tenderer will be bound by the details furnished by him / her to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
7. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
8. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed as breach of this contract.
9. The contractor shall assign the job of driving of hired vehicles only to qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. DDG (TERM) MP shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to DDG (TERM) MP have to be suitably compensated by contractor.
10. In no case, a vehicle not registered for commercial purpose shall be supplied to DDG (TERM) MP and all taxes etc., due on such vehicles shall be liability of the contractor.
11. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. DDG (TERM) MP will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing, limited to one day in a calendar month as mutually agreed by both the parties to the agreement. The cost of lubricants, repairs, maintenance, taxes insurance, etc., will be the contractor's liability.
12. DDG (TERM) MP reserves the right for placement of full tendered quantity on the approved bidder.
13. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to DDG (TERM) MP as and when demanded.
14. The office of DDG TERM MP shall not be responsible for any damages, losses, claims, financial or other injury to any vehicle/person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
15. The tendering agency will be responsible for compliance of all statutory provisions relating to

Name of Tenderer:

Signature & Stamp:

- Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in driving the vehicle.
16. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
  17. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
  18. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
  19. The Deputy Director General (TERM) DoT, Ministry of Communications & IT reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

Director -I  
Office of Dy. Director General (TERM)  
2<sup>th</sup> Floor, Door sanchar bhawan  
Bhopal (M.P.)-462015

Name of Tenderer:

Signature & Stamp:



**SECTION V****SCHEDULE OF REQUIREMENT****1. - Details of vehicles required:- On Monthly Basis:-**

Sl. No.	Category	No. of vehicles required	Make & Model of the vehicle
1.	Non-AC car	2	Indigo Non –AC or any Sedan vehicle higher version. (Diesel).

**Period of Contract** = 1 year, extendable **for a further period of six months** beyond the period specified in the letter of Intent **and another six months on mutual consent,**

**SERVICES TO BE PROVIDED**

2. - **Service:** Provision of registered commercial vehicles with licensed drivers on hiring basis for running in MP.
3. **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 of 6 months on the same terms and conditions keeping in view various factors such as prevailing market rates, satisfactory performance of the firm. In case of exceptional situation tender may be extended for another six months with mutual consent as per the terms and conditions of the tender keeping in view various factors such as prevailing market rates, satisfactory performance of the firm.
4. - **Quantity: Estimated number of vehicles to be hired is two** Cars Indigo or similar sedan vehicle (all non AC diesel driven). However it should be clearly noted that Office of DDG (TERM), MP may place the order for two more vehicle or may reduce by one vehicle if actual requirement warrants.
5. - **Duty hours:** Ten hours per day for six days per week. Weekly off will be given. The actual duty hours shall be specified by users of vehicles. Charges for extra hour will be provided when applicable, maximum up to 50 Hours.
6. - **Notice Period:** 1) For regular requirements one day in advance.  
2) Telephonic intimation shall be considered as notice.
7.
  - a. **Reporting Place: Any place within the jurisdiction of the Office of DDG (TERM), MP. 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 MP.

Name of Tenderer:

Signature &amp; Stamp:

- 8. - Counting of Distance:** The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/ her travel. 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.
- 9. - 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), MP.
- 10. - Penalties:** As mentioned in “Liquidate damage charges” clause13 of Section III.

**10. 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. Driver of the vehicle must be provided with mobile number at the cost of supplier.
- II. Payment of all Govt. Tax (excluding service tax) and duty for providing 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 in original.

Name of Tenderer:

Signature & Stamp:

**SECTION VI  
TECHNICAL BID**

For providing vehicles on hiring basis to O/o DDG (TERM),MP Bhopal, Department of Telecommunications

1. Name of bidding Company/Firm /Agency: \_\_\_\_\_

2. Name of proprietor/Director of Company  
/Firm/agency: \_\_\_\_\_

3. Full Address of Reg. Office: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

8. Turnover of the Company/ Firm/Agency for the financial year ( 14-15):-

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

Signature of authorized person.

Date: Name:

Place: Seal:

Name of Tenderer:

Signature & Stamp:

**Annexure I**

**DECLARATION**

"I/We hereby declare that I/We have carefully gone through the terms & conditions of tender notice Tender No. 9-8/2016/DDG TERM MP/Vehicle Tender/2015-16/7 Date /01/16 in detail and I/We fully agree to the rates submitted by me/us in the Rate Sheet".

1) Signature of the Party: \_\_\_\_\_

Full Name in Block Letters \_\_\_\_\_

Capacity in which the Tender is signed: \_\_\_\_\_

2) Full Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: Office \_\_\_\_\_

Res. \_\_\_\_\_

Name \_\_\_\_\_

Sign \_\_\_\_\_

Name of Tenderer:

Signature & Stamp:

**Annexure-II**

**DECLARATION REGARDING NEAR RELATIVES**

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

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

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

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

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

Name of Tenderer:

Signature & Stamp:

**FINANCIAL BID FORM  
SECTION-VII**

**SCHEDULE OF RATES**

**Vehicle as listed**

Tender No. 9-8/2016/DDG TERM MP/Vehicle Tender/2015-16/7 Dated /01/2016

**For One Indigo or similar/ higher sedan vehicle (non A.C., Diesel driven): (Scheduled Works)  
Monthly Km. hire slab:**

S.N.	Items	Rate in Words	Rate in Figures
1	<b>Rate for first 1500 Kms per Month*.</b>	Rs.....  .....Per month	Rs.....  .....Per month
2	Rate per extra KM beyond 1500 Kms*	Rs...  .....per Km	Rs...  .....per Km
3	Outstation night halt charges*	Rs.....  .....per night	Rs...  .....per night
4	Rate per extra hour beyond normal duty hours*	Rs.....  .... per hour	Rs..  .....per hour

**Note: \* Rates should be inclusive of all levies and charges (Central, State, and Municipal) but excluding Service Tax . Service Tall shall be payable separately by O/o DDG TERM MP Bhopal as per applicable rules.**

Signature of the Bidder:

Name of the Bidder:

Date:

22

Name of Tenderer:

Signature & Stamp:

**EVALUATION FORMULA:** the evaluation of the tender will be done on the basis of total evaluated cost of two for two vehicle as quoted in the serial no. 6 of the table below

**For One Indigo or similar/ higher sedan vehicle (non A.C.) (Diesel driven):**

Sr.No.	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1	Rate for first 1500 Kms per Month*=  	1	
2	Rate per extra kilometer beyond first 1500 Kms*=  	500 kms	
3	Outstation night halt charges*=  	5	
4	Extra hours*=  	50 Hours	
5		<b>total Evaluated Cost (1+2+3+4)</b>	
6		<b>Total Evaluated Cost for Two vehicles 2X (5)</b>	

Note: \*1. Rates should be inclusive of all levies and charges (Central, State, and Municipal) but excluding Service Tax. Service Tax shall be payable separately by O/o DDG TERM MP Bhopal as per applicable rules. 2. Rate and unit in column "A" above shall be the same as quoted in scheduled of rates section VII of tender document.

Name of Tenderer:

Signature & Stamp:

**SECTION VIII****PERFORMA OF PERFORMANCE SECURITY BOND**

1. In consideration of O/o Deputy Director General, DoT, MP (hereinafter called O/o DDG(TERM) MP) 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 fulfilment 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 O/o DDG(TERM), MP, an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the O/o DDG(TERM), MP, by reason of any breach by the said service provider's of any terms & conditions contained in the said agreement.
2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the O/o DDG(TERM), MP stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the O/o DDG(TERM), MP, 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 O/o DDG (TERM), MP in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_/-.
3. We undertake to pay to the O/o DDG(TERM), MP, 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 thereto our liability under the present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.
4. 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 (one year after) so that it shall continue to be enforceable till all the dues of the O/o DDG(TERM), MP under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till O/o DDG(TERM), MP certifies that

Name of Tenderer:

Signature &amp; Stamp:



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.

5. We (name of the bank) \_\_\_\_\_ further agree with the O/o DDG (TERM), MP that the O/o DDG(TERM), MP 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 O/o DDG(TERM), MP, 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 O/o DDG(TERM), MP, or any indulgence by the O/o DDG(TERM), MP, 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.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall Not be conditional to any prior notice by the O/o DDG (TERM), MP.

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.

Name of Tenderer:

Signature & Stamp:

**SECTION IX**

**PROFORMA FOR AGREEMENT**

(To be executed on Rs.1000/- non judicial stamp paper or e-stamp paper)

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

2. That WHEREAS the first party will supply vehicles on monthly/daily hiring basis to O/o Deputy  
Director General(TERM) MP in accordance with Tender No. 9-8/2016/DDG TERM MP/Vehicle  
Tender/2015-16/7 dated .01.2016 at the rates quoted by the supplier vide their financial bid in  
response Tender No. 9-8/2016/DDG TERM MP/Vehicle Tender/2015-16/7 dated .01.2016 and as per all  
terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.

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

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

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

1. Witness for Supplier Authorized Signatory of Tenderer

Signature: Signature:

Name & Address Name & Address

2. Witness for DOT Authorized Signatory of DoT

Signature: Signature:

Name & Address Name & Address

Name of Tenderer:

Signature & Stamp:

**SECTION X**  
Check List & Instructions of bids

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

S.NO.	Particulars of document	Whether enclosed (Yes/No)	Index No.
1	Technical Bid		
2	If tender document is downloaded DD towards price of tender document *		
3	EMD of Rs. 29,000/- in the form DD*		
4	Self-attested copy of Certificate of Incorporation and/or valid Shop & Establishment Registration Certificate, as applicable		
5	Self-attested copy of Article/Memorandum of Association or Partnership Deed or Declaration stating that the firm is a proprietary concern		
6	Self-attested copy of PAN/GIR		
7	Self-attested copy of the Service tax registration		
8	Self-attested copy of the audited profit & Loss account statement of the experience year		
9	Self-attested copy of experience certificates, work orders etc. establishing experience of year		
10	Self-attested copies of RC books of vehicles owned		
11	Declaration regarding near relatives as per Annexure II of section VI		
12	Declaration as per Annexure I section VI		
13	Self-attested documents in support of entries in point no. 12 of Technical Bid application		
14	Tender Document with each page duly signed by the authorized signatory of the agency in token of their acceptance		
15	Financial Bid – Section VII		

\*to be submitted offline in original and scanned copy of DD to be uploaded online.

Name of Tenderer:

Signature & Stamp:

Documents should be enclosed are as follows:-

- I. Technical Bid- *All documents from Sl. Nos. 1 to 14 in the above checklist should be serially scanned and uploaded.*
  
- II. Financial Bid- *Financial bid should be completed in all respects scanned and should be uploaded.*

Document to be submitted offline: *The envelope should be super scribed “**Tender for providing Hired commercial registered vehicles on monthly basis** to the O/o DDG(TERM)MP, Department of Telecommunications Tender No. 9-8/2016/DDG TERM MP/Vehicle Tender/2015-16/7 dated 29-01-2016 Date of opening 25.02.2016”* The envelope should contain the DDs/Pay orders towards cost for Tender Document and EMD should be submitted offline to the tender inviting authority i.e Director –I M.P. TERM Cell M.P. on or before 15:00 hrs on 25.02.2016.The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

Name of Tenderer:

Signature & Stamp:

**SECTION XI**  
**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach O/o DDG (TERM), MP on or before date of bid opening)

To,

DDG (TERM), MP

Bhopal

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

\_\_\_\_\_

Following person is authorized 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 authorization as prescribed above is not received.

Name of Tenderer:

Signature & Stamp:

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1. Bidder should do Online Enrolment in the Central Public Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScripT/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The 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 that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected

Name of Tenderer:

Signature &amp; Stamp:

16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).
26. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 0755-2550199 or 09425603536.

Name of Tenderer:

Signature & Stamp: