



Government of India  
Ministry of Communications and Information Technology  
Department of Telecommunications  
Telecom Enforcement, Resources & Monitoring Cell, Bihar  
7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001

Tender No. : TERM/BR/131-3/ Hired Vehicle/2015-16/36

**BID DOCUMENT**

Tender for providing Services of Hired Commercial Vehicles for the office of DDG, TERM Cell  
Bihar,  
Department of Telecommunications,  
Ministry of Communications and IT,

Non transferable

Price of Bid Document: Rs. 1000/-

Deputy Director General  
Telecom Enforcement, Resources & Monitoring Cell, DOT  
Bihar

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## SECTION-I

Government of India  
Ministry of Communications and Information Technology  
Department of Telecommunications  
Telecom Enforcement, Resources & Monitoring Cell, Bihar  
7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001

### NOTICE INVITING BID

No. TERM/BR/131-3/ Hired Vehicle/2015-16/37

Dated: 17.05.2016

Sealed bids on behalf of the President of India are invited under two Bid System i.e. Qualification Bid and Financial Bid from reputed, experienced and financially sound Companies /Firms /Agencies/individuals for supply of commercial registered vehicles on hire basis for two years. The brief requirements are as mentioned below:

Description of services	Type of vehicles	Quantity (In nos.)	Estimated Cost (Rs.)	Earnest Money (Rs.)	Cost of Tender Document (Rs.)
Hired Commercial registered vehicles on monthly and casual basis for two years.	1. Air-conditioned Indigo / Similar vehicle on monthly, and	03	40,00,000/-	1,00,000/-	Rs. 1000/-
	2. Non-AC Indigo / Similar vehicle on monthly and	04			
	3. Non-AC Innova / Similar vehicle on monthly basis.	01			
	4. Air-conditioned Indigo / Similar vehicle on casual , and	01			
	5. Non-AC Innova / Similar vehicle on casual basis.	01			

A. ELIGIBILITY CRITERIA

1. The bidder may own the vehicles in his name or may hire the vehicles on lease.
2. Registration of Vehicles should not be older than year 2014.

B. OTHER IMPORTANT INFORMATIONS:

1. Bid document will be available for sale on payment of Rs.1000/- (non-refundable) by Demand draft drawn in the favour of “Accounts Officer (cash), O/o CCA, Bihar” and payable at Patna.
2. Desirous individuals/companies/firms/agency may obtain bid document on request in writing from:

**ADG (TERM-II), O/o DDG (TERM), DoT,  
7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001,  
Ph. No.-0612-2506501, Fax No. : 0612-2506362**

3. Bid document can also be downloaded from the website [www.dot.gov.in](http://www.dot.gov.in). The downloaded document shall be treated as valid document for participation in the bid. However, the cost of the bid document ( i.e. Rs. 1000/- in the form of DD drawn in favour of AO (Cash), O/o CCA, Bihar, Patna and payable at Patna) shall be submitted along with the qualification bid.

4. Schedule:

- |  |   |
|--|---|
| a. <b>Start Date &amp; time of issue/sale of Bid Document:</b> | <b>18/05/2016; 1100 Hrs</b>   |
| b. <b>Issue Period of sale of bid document</b>                 | <b>On each working day from<br/>18/05/2016 to 04/06/2016<br/>Between 1100 Hrs to<br/>1600 Hrs</b>   |
| c. <b>Last Date &amp; time of issue/sale of Bid Document:</b>  | <b>04/06/2016; 1600 Hrs.</b>  |
| d. <b>Last date &amp; time for receipt of filled bids:</b>     | <b>08/06/2016; 1430 Hrs.</b>  |
| e. <b>Date &amp; Time for opening of Qualification Bid:</b>    | <b>08/06/2016; 1600 Hrs.</b>  |
| f. <b>Date &amp; Time for opening of Financial Bids:</b>       | <b>16/06/2016; 1200 Hrs</b>   |
| g. <b>Place of opening the Bid:</b>                            | <b>Chamber of ADG(TERM-III),<br/>O/o DDG, TERM Cell,<br/>7<sup>th</sup> Floor, Telephone Bhawan,<br/>R-Block, 1942 Kranti Marg,<br/>Patna-800001.</b> |
| h. <b>Validity of Bid:</b>                                     | <b>Till 30/09/2016.</b>   |

5. a. The interested Bidder may drop the bid document complete in all respect alongwith Earnest Money Deposit (EMD) of **Rs 1,00,000/-** (Rs. One Lakh) only in the form of Demand Draft drawn in favour of Accounts officer (Cash), O/o CCA, Bihar, in the Bid/Tender Box kept in the O/o DDG, TERM Cell, Bihar, **7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001.**
- b. The bidder may submit the Bid document by Registered/Speed Post as well. But DOT will not be responsible for postal delay, if any.
- c. The bid shall not be accepted after last date and time under any circumstances whatsoever.
6. If the bid opening date is declared a holiday by Government of India due to any reason, then the bid shall be opened on next working day at 16:00 Hrs.
7. Canvassing whether directly or indirectly, in connection with the bids is strictly prohibited. The bids submitted by such persons who resort to canvassing will be liable to be rejected.
8. The DDG (TERM), Bihar reserves the right to reject any or all bids without giving any notice or assigning any reason. The decision of the DDG (TERM), Bihar, Department of Telecommunications shall be final and binding on all in this regard.
9. Other details are available in Bid document.

**ADG (TERM-III), DoT  
7<sup>th</sup> Floor, Telephone Bhawan,  
R-Block, 1942 Kranti Marg,  
Patna-800001**

**SECTION-II**

**BID FORM**

**To,  
The DEPUTY DIRECTOR GENERAL,  
TERM Cell, Bihar,  
7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg,  
Patna-800001.**

Dear Sir,

- 1 Having read the terms & conditions mentioned in the bid document, including addendas ( the receipt of which have been duly acknowledged), we offer to supply commercial registered vehicles in conformity with the terms & conditions of bid document for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2 We agree to abide by this Bid for a period upto 30/09/2016.
- 3 If our Bid is accepted, we will obtain and submit performance bank guarantee from a Scheduled Bank for a sum equivalent to 10% of the estimated cost for due performance of the Contract/agreement.
- 4 We undertake to enter into contract/Agreement within 15 days of being called upon to do so and shall bear all expenses connected therewith including charges for stamps etc.
- 5 Until an agreement is signed and executed, this Bid shall constitute a binding contract between us and you.
- 6 Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Signed in the capacity of duly authorized to sign the bid for and on behalf

of ..... witness .....

Address .....

Dated this ..... day of ..... 2015.

Signature

SECTION III

BIDDER'S PROFILE

**General:**

Passport size photograph  
of the Bidder/authorized  
signatory holding letter  
of authorization.

- 1 Name of the Bidder -----
- 2 Name of the person signing and submitting the Bid whose photograph is affixed -  
Shri/Smt.-----

(In case of Individual/Proprietary/Partnership firms, the Bid has to be signed by the Individual /Proprietor/ authorized Partner only, as the case may be). Bidder will submit the attested copy of the PAN card / Election Commission I-Card / Passport of the Individual or proprietor or authorized partner ( in case of Partnership firm) or authorized signatory (in case of Private Limited or Public Limited firms). The bid is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the bid documents.

- 3 Address of the Bidder: .....  
.....  
.....
- 4 Correspondence Address: .....  
(if different than Sl. No.3)
- 5 Tel no. with STD code (O)..... (Fax).....(R).....
- 6 Registration & incorporation particulars of the Bidder (if not an individual) :

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

(Please attach self attested copies of documents of registration/ incorporation of the firm with the competent authority as required by law)

7. Name of Proprietor/Partners/Directors .....

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

Place: Signature of Bidder/Authorized Signatory

Date: .....

Name of the Bidder.....  
.....

Seal of the Bidder.



SECTION -IV

**Certificate on Non-Participation of near Relatives in the Bid**

(Hiring of Commercial vehicles for Long Term use and casual use in O/o DDG, TERM Cell, Bihar)

(As required under Section-VII, clause (7) of Bid-Documents).

CERTIFICATE

I \_\_\_\_\_,

S/o

\_\_\_\_\_

R/o

\_\_\_\_\_do, hereby, certify that none of my relative(s) as defined in Section-VII, item (7) of bid document is/are employed in O/o DDG (TERM), Bihar/ O/o CCA, Bihar units. In case at any stage, it is found that the information given by me is false/incorrect, DDG (TERM), Bihar shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed \_\_\_\_\_

For and on behalf of the Bidder Name (caps) \_\_\_\_\_

Date \_\_\_\_\_

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

## SECTION V

### INSTRUCTION TO BIDDERS

#### 1. DEFINITIONS:

- (a) **“The Department”** means the O/o DDG, TERM Cell, Bihar, DoT, 7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001.
- (b) **“The Bidder”** means the individual/ firm/ Company/ Agency who participates in the bid.
- (c) **“The Supplier”** means the individual or the firm supplying the goods/services under the contract/agreement.
- (d) **“The Goods/Services”** means all the equipment, instrument and/or other materials or services which the Supplier is required to supply under the contract/agreement.
- (e) **“The Advance Supply Order”** means the intention to place the supply Order on the supplier.
- (f) **“The Supply Order”** means the order of supply of materials/services placed (including all attachments and appendices and all documents incorporated by reference therein) on the supplier. The supply order shall be deemed as **“Contract”** appearing in the document.
- (g) **“The Contract Price”** means the price payable to the Supplier under the supply order for the full and proper performance of its contractual obligations.

#### 2 Eligible Bidders

- i) The bidder may own the vehicles in his own name or may hire the vehicles on lease basis.
- ii) Registration of vehicles should not be older than year 2014.

#### 3. Cost of Bidding

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

#### 4. **Bid Document**

Bid document is in two parts (a) Qualifying bid and (b) Financial Bid

##### 4.1 **Qualifying bid consists of:**

- a. Notice Inviting Bid.
- b. Instructions to bidders
- c. Bid Form
- d. Bidder profile
- e. Certificate on Non participation of near relatives in the tender
- f. General condition (Commercial) of the Bid/Tender
- g. Special conditions of Bid/Tender if any
- h. Services to be provided
- i. Bid security/EMD
- j. Performance Security Bond Form
- k. Letter of authorization to attend bid opening.

##### 4.2 **Financial bid consists of**

- a. Schedule of hire charges.
- b. Sample Calculation.

4.3 The bidder is requested to go through all instructions, forms, terms and conditions mentioned in the Bid document. Failure to furnish any information required as per Bid document or submission of the bids not substantially responsive to the Bid document in any respect will be at the bidder's risk and may result in rejection of the Bid.

#### 5. **Documents Required**

- 5.1 Documents required to be submitted for establishing Bidders Eligibility and Qualifications along with the bid document
  - i. Copy of Income Tax PAN Card.
  - ii. Copy of the IT return of one financial year (Either of Financial Year 2015-16 or Financial Year 2014-15).
  - iii. Declaration as per Section IV.
  - iv. Original "Copy of Authorization letter" in case person other than the bidder has signed the bid document.
- 5.2 All above documents are to be duly self signed by the bidder or his authorized person.
- 5.3 Following documents would be required from the successful bidder at the time of entering into agreement.
  - i. **Partnership** Deed or proprietorship deed or articles/ Memorandum of Association as the case may be.

- ii. Copy of Service Tax registration Number.
  - iii. Bidder's bank name, Branch Name, Address of Branch and bidder's current account number.
  - iv. Filled up mandate form for electronic payment.
- 5.4 Following documents would be required from the persons (who would enter into agreement) at the time of placement of supply order.
- i. Proof of registration of vehicles as commercial vehicles and vehicle is not older than 2014.
  - ii. Proof of ownership or lease agreement of vehicles.

**6. Clarification in respect of bid document:**

- i) The Department may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, issue clarification memo in respect of the bid documents till ten days prior to the date of submission of bid.
- ii) The clarifications, if any, shall be notified through the website [www.dot.gov.in](http://www.dot.gov.in) and these shall be binding on all prospective bidders including those who purchased the bid document from the department. The prospective bidders are requested to check the website regularly for such clarifications, if any, before submitting their bid.

**7. Documents comprising the bid**

The bid prepared by the bidder shall comprise the following components:-

- a. Documentary evidence to establish that the bidder is eligible to bid in accordance with clause 2 of this section.
- b. EMD furnished in accordance with clause 11.
- c. DD of Rs 1000/- in case of downloaded bid.
- d. All documents listed in clause 5.1.
- e. A clause by clause compliance as per clause 10.
- f. Bid Form and rate schedule completed in accordance with clause 8 and 9.

**8. Bid Form.**

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered, quality and price schedule as per financial bid.

9. **Bid Price.**

- i) The bidder shall quote the total composite price/rate inclusive of levies, duties, charges, surcharges, taxes, Service taxes, etc as applicable as per the price schedule format given in financial bid for all type of vehicles.
- ii) The price/rate quoted by the bidder shall remain firm during entire period of bid process till a negotiation (if required) is made or contract/agreement is signed. It shall not be subject to variation on any account. Any conditional bid will be summarily rejected. A BID submitted with an adjustable price quotation will also be treated as non responsive and rejected.

10. **Clause by clause compliance.** A clause-by-clause compliance of service to be provided (SECTION VIII) and General & special conditions (Section VI & VII) shall be furnished.

11. **Earnest Money Deposit/ Performance Security Deposit**

11.1 Pursuant to clause 5 of Notice Inviting Bid, the bidder must deposit **Rs. 1,00,000/- (Rupees One Lakh) only** as EMD. The EMD shall be in the form of Demand Draft of any Nationalized/ Scheduled Bank drawn in favour of Accounts officer (Cash), O/o CCA, Bihar, payable at Patna.

11.2 In case of the successful bidder, the Earnest Money will be converted into performance security deposit. Further, the successful bidder will be required to deposit such additional amount so that total Performance Security Deposit becomes equal to 10% of Estimated Cost. Such additional amount must be submitted by successful bidder before entering into agreement.

The additional amount of Performance security Deposit may be furnished in any of the following forms:-

- (a) Demand Draft drawn in favour of Accounts Officer (Cash), O/o CCA, Bihar payable at Patna, or,
- (b) Bank Guarantee drawn in favour of Accounts Officer (Cash), O/o CCA, Bihar payable at Patna, or,
- (c) Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the bidder but **hypothecated to the Accounts officer (Cash), O/o CCA, Bihar.**

If the additional performance security deposit is submitted in the form of a Bank Guarantee, the same should remain valid for a minimum period of five years.

11.3 The EMD of the unsuccessful bidders will be refunded/returned without any interest after final decision of the bid.

11.4 No Interest shall be payable on the Earnest Money deposit/Performance Security Deposit by the department to the bidders.

**11.5 The Bid Security/EMD may be forfeited**

- (a) if any bidder withdraws his bid before 30/09/2016, or,
- (b) if the successful bidder
  - i. fails to enter into agreement in accordance with clause 18, or,
  - ii. fails to furnish performance security deposit in accordance with clause 11 of Section V

12. The over writing/ erasing in the bid made by the bidder shall be signed with date by the person signing the bid.

**13. SUBMISSION OF BIDS**

- i) The bid may be submitted in a duly sealed envelope. The envelope shall be addressed to **ADG (TERM-III), O/o DDG (TERM), Bihar, 7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001** and dropped in tender box or sent by speed /registered post. However, the Post must reach before the last date of bid submission. Bidder will be, solely, responsible for postal delay, if any.
- ii) Any bid received after the last date for submission of bids shall not be entertained and returned to the bidder.
- iii) **Method of preparation of bid:**
  - a. Each Bid should be submitted in envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Qualifying Bid	Containing all documents as per clause 4, 5 & 7 of Section -V except Rate Schedule.
Second	Financial Bid	Rate Schedule of hiring vehicles. (Total 3 pages including the cover page of financial bid)

On all these envelopes the name of the firm and whether “Qualifying” OR “Financial” bid must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape).

**The Bids which are not submitted in above mentioned manner would be summarily rejected.**

- b. (i) All envelopes (2 inner & one outer) must bear the following on the left hand top corner side:

**Bid for HIRING OF COMMERCIAL VEHICLE “NOT TO OPEN BEFORE (DUE DATE of Bid)”**

**(Bid no.....)**

- (ii) All envelopes (2 inner & one outer) must be addressed to **ADG (TERM-III), O/o DDG(TERM), Bihar, 7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001** at the center of envelope.
- (iii) **All envelopes (2 inner & one outer) must bear the full name and full address of the Bidder at the bottom left corner of the envelope.**
- c. The Bid with conditions other than those specified in the Bid document will be liable to be summarily rejected. No modification by the bidder in any of the conditions will be permitted.
- d. Each page of the Bid shall be signed either by the bidder himself or by a person duly authorized by the bidder (to sign the bid). The letter of authorization must be submitted in original along-with the bid.

**14. Bid opening**

- 14.1 Bids shall be opened in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the representatives of bidders before they are allowed to participate in bid opening (Format is given in section X).
- 14.2 The Bidder's name, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate, will be announced at the time of opening.
- 14.3 The Financial Bid shall be opened after qualification bid evaluation. Financial Bids belonging to only those bidders who are declared qualified in the qualification bid evaluation shall be opened.

**15. Evaluation**

- 15.1 The Department shall evaluate the bids to determine whether they are complete; whether any computational errors have been made; whether documents have been properly signed and whether bids are generally in order. No post bid clarification at the initiative of the bidders shall be entertained.
- 15.2 If there is discrepancy between words and figures, the amount in words shall prevail prior to detailed evaluation, The Department shall determine the substantial

responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without any deviation.

- 15.3 The Department shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price/rate of the services offered as indicated in the rate schedule in Financial bid of the bid document.

**16. Award of Contract**

Department shall place Advance Supply Order to Lowest bidder in each category of vehicle separately. Such lowest bidders may be more than one. However, if a bidder becomes lowest in more than one category, advance purchase order will be placed on him in all such categories.

Such bidders shall, within 15 days of issue of Advance Supply Order, give his acceptance along with performance security deposit in conformity with section IX with the bid document.

**17. Right to vary quantity**

The Department reserves the right to increase or decrease the required number of vehicles without any change in hiring charges of the offered quantity and other terms and conditions.

**18. Signing of Contract/Agreement**

Signing of Agreement shall constitute the award of hiring contract on the successful bidders.

**19. Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security/EMD. In such a case, the Department may make the award to any other bidder at its discretion or call for New Bid/Tender.

**20. Period of validity of bids**

- (i) The bid shall remain valid up to 30/09/2016. A bid valid for a shorter period shall be rejected by the Department as non-responsive.
- (ii) In exceptional circumstances, the Department may request the bidder's consent for an extension to the period of bid validity. The requests and the responses thereto shall be made in writing. The EMD validity provided under Clause 11 shall also be suitably extended. A bidder may refuse the request without forfeiting his EMD. A bidder accepting the request and granting the extension will not be permitted to withdraw the extension later on.

21. If required, the department may award bid to more than one bidder at approved rate.

**ADG (TERM-III),**



**SECTION VI  
GENERAL (COMMERCIAL) CONDITIONS**

**1. Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIB unless otherwise agreed by the Department.

**2. Performance Security Deposit**

2.1 The successful bidder shall be required to deposit an amount equal to 10% (including EMD) of the estimated cost category wise within 15 days of placement of Advance Supply Order by the Department.

2.2 Performance Security Deposit will be discharged after completion of supplier's performance obligations under the contract/agreement.

2.3 If the supplier fails or neglects any of his obligations under the contract/agreement, it shall be lawful for the department to forfeit either whole or any part of performance security deposit.

**3. EXECUTION TIME LIMIT**

The time period as stipulated in the contract/agreement or ASO or SO shall be deemed to be time limit for execution.

**4. PAYMENT TERMS**

4.1 Monthly bills i.r.o. vehicles engaged on monthly or casual basis shall be submitted in duplicate to the authority specified in the contract/ agreement along with completed log books signed by the user, photocopy of valid pollution control certificate, fitness certificate of the vehicle during next month for the payment. The supplier shall endorse a certificate to the effect that all the statutory obligations such as Service Tax etc. have been complied by him with bills for payment.

4.2 It should be ensured that there is no overwriting in log books. In no case, log book without signatures will be accepted for the payment and if it is found so, the amount will be disallowed.

4.3 In case vehicle engaged on monthly basis is to be discontinued during the month, bill will be paid on proportionate basis as per terms and conditions of contract/Agreement.

4.4 TDS applicable will be deducted from the payable amount of the bill.

- 4.5 Total kilometer run of all vehicles of any particular type will be calculated every month and if it is less than (1000 X Numbers of vehicle ) kilometer, only monthly fixed charges will be paid. If total kilometer exceeds (1000 X Numbers of vehicle) kilometer, payment of extra kilometer will be made as per quoted rate. This exercise will be done for each type (viz AC car, Non AC car, Jeep ) separately.

## 5. **Termination of Contract**

- 5.1 The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part,
- a. if the supplier fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract/agreement, or,
  - b. if the supplier fails to perform any other obligation (s) under the contract/agreement, or,
  - c. in case, any of the documents furnished by supplier is found to be false at any stage, it would be deemed to be a breach of terms of contract/agreement, making the supplier liable for legal action besides termination of contract.

## 6. **Termination for insolvency**

The Department may by giving written notice and without compensation to the supplier, terminate the contract/agreement, if the supplier becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

## 7. **Force Majeure**

- 7.1 If, during the continuance of the contract/agreement, the performance (in whole or in part by either party) in respect of any obligation under this contract/agreement, is prevented or delayed by reason of any war, 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) and notice of such happenings is given by the affected party to the other within 21 days from the date of occurrence, neither party shall by reason of such event be entitled to terminate this contract/agreement, nor any party shall have any claim for damages against the other in respect of poor/inadequate performance or delay in performance under the contract/agreement.
- 7.2 The supply shall be resumed as soon as practicable after such event and the decision of the Department as to whether the supplies have been so resumed or not, shall be final and binding.
- 7.3 Provided further that if the performance in whole or part of any obligation under this contract /agreement is prevented or delayed due to any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract/agreement.

## 8. **Arbitration**

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the DDG (TERM), Bihar. In

case his designation is changed or his office is abolished, then the sole arbitration shall rest with the office entrusted with the function of the DDG (TERM), Bihar or by whatever designation such officers may be called (hereinafter referred to as the said officer). However, if the DDG (TERM), DoT, Bihar or the said officer is unable or unwilling to act as arbitrator, then the sole arbitration shall rest with such other person as appointed by the DDG (TERM) or the said officer.

8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award.

8.3 The venue of the arbitration proceeding shall be Office of DDG (TERM), DoT, Bihar at Patna or such other place as the arbitrator may decide.

#### 9. **Set Off**

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

#### 10 **Counter Offer to Bidder**

The Department reserves right to counter offer price against price quoted by the bidder for hiring charges of vehicle in section XII of financial bid.

#### 11. **Alteration in Bid Document by Bidder**

If during the process of Bid/Tender finalization, it is detected that the bidder has submitted bid documents after making some changes / additions / deletions in the bid documents downloaded from the Web site, the offer may be rejected and the EMD of the bidder may be forfeited in addition to any other action taken as per prevalent rules.

**ADG (TERM-III),**

## SECTION VII

### SPECIAL CONDITIONS

1. These special conditions shall supplement the instruction to the Bidders as contained in section V and general (commercial) conditions as contained in section VI. However, if, by chance, it is detected that there is a conflict between provisions of this section and provisions of section V and section VI, the provisions of this section shall prevail over those in section V and section VI.
2. The Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract/agreement entered into with DoT or its any unit.
3. The Department reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour his bid without sufficient reason.
4. The liability under relevant sections of Motor Vehicle Act, 1968 and IPC causing death or permanent disability with the vehicle supplied lies with the supplier. The hiring authority shall have no responsibility of whatsoever and shall not entertain any claim in this regard.
5. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations shall be the responsibility of the supplier and any breach of such laws or regulations shall be deemed to be the breach of the contract/agreement.
6. No sub-contracting is permitted.
7. The near relatives of all DoT employees {Non-executive employees working in Area of DDG (TERM), Bihar & executive employees (also called Group-A & Group-B officers) working in Area of DDG (TERM), Bihar}, either directly recruited or on deputation, are prohibited from participation in this bid. The near relatives for this purpose are defined as:
  - (a) If they are members of a Hindu Undivided family, or,
  - (b) If they are husband and wife, or,
  - (c) If 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).
8. The bidders should give a certificate to the effect that none of his/her such relative is working in the units of DoT as defined above. In case of proprietorship firm the certificate will be given by the proprietor. In case of partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. In case of any breach of these conditions by the company or firm or any other person, the Bid/Supply order will be cancelled and earnest money/performance security deposit will be forfeited at any stage

- whenever it is noticed. The Department will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in any tender/bid in the concerned unit.
9. The supplier shall assign the job of driving of hired vehicles only to qualified experienced commercial licensed drivers who shall be responsible for the safety and security of the officers/ officials as well as essential store items during running of the vehicle. The Department shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under section 29 of IPC. Further, any loss caused to the Department has to be suitably compensated by the supplier.
  10. The supplier shall when called upon to do so, place at the disposal of the Department such number of vehicles as may be required (even if the number of vehicles so demanded is more than the number of vehicles mentioned in NIB) at same rate and terms and conditions.
  11. In no case, a vehicle which is not registered for the commercial purpose shall be supplied to the Department and taxes etc. due on such vehicles shall be the liability of the supplier. The vehicles supplied shall be in good condition and shall be free from dents/defects and shall not be shabby in appearance/look.
  12. The supplier shall send the vehicle for periodical servicing at his own cost. The Department will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the supplier's liability.
  13. **INSURANCE**  
  
The provided vehicle must be fully and comprehensively insured covering the risk to the driver/victim.
  14. **Uses Area**  
  
Vehicle will be used primarily in Bihar. However, occasionally vehicle may be sent to other states as well as per requirement of department.
  15. Regular checking of meter by the designated transport authority may be done by the supplier, and requisite certificate may be shown to the Department as and when demanded.
  16. **The Supplier will be required to pay wages to the drivers as prescribed under the Govt. of Bihar Minimum Wages Act, 1948.** The Supplier will maintain proper record as required under the Law / Acts.
  17. **Penalties:**
    - i) In case of breakdown, vehicle has to be replaced by alternate vehicle immediately (within one hour). In case of non-replacement by suitable vehicle, a penalty of Rs. 200/- may be imposed for first breakdown. If the number of breakdowns exceeds three within 30 days of first breakdown, a penalty of Rs. 300/- per breakdown will be imposed from 2<sup>nd</sup> breakdown

onward. In addition to this, deduction on pro-rata basis for the period of non-replacement or the cost of hiring a taxi whichever is more will be levied.

- ii) **In case of non-availability of vehicle, a penalty of Rs. 500/-per day shall be imposed. In addition to this, deduction at pro-rata basis (for the period of non availability of vehicle) or the cost of hiring a taxi (for the period of non availability of vehicle) whichever is higher shall be imposed.**
- iii) **In case of non-availability of vehicle during extra hours, a penalty of Rs. 100/- per occasion shall be imposed.**

18. **Representatives (of Bidders) during Bid opening.**

1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, any two of the representative mentioned in authorization letter will be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed in section X is not received.

**ADG (TERM-III),**

**SECTION VIII**  
**SERVICES TO BE PROVIDED**

1. **Service:** Supply of commercial registered vehicles in good condition with commercial licensed drivers on Hire basis.
2. **Period of Contract:** Under normal circumstances the contract shall be valid for a period of two years. However, the contract may be extended by the DDG (TERM), for a further period of one year on the same terms and condition at his sole discretion. The contract can be further extended for a period not exceeding two years with mutual consent of both parties on the same rate, terms and conditions.
3. **Quantity:** Estimated number of vehicles to be hired is 8 (Eight only) on regular monthly basis and 2(two) only on casual basis. However, the Department will place supply order as per the actual requirement from time to time which may be higher or lower than indicated above. In case of higher requirement of vehicles, the supplier must supply on same rate, terms and conditions.
4. **Duty Hours:** Vehicle should be available on 24x7 hour basis.
5. **Notice period:** I) One day in advance.  
II) Telephonic intimation shall be considered as notice.
6. **Reporting place:** O/o DDG (TERM), Bihar. However, the Department may intimate the actual reporting place which will be within the jurisdiction area of DDG (TERM), Bihar.
7. **Counting distance:** From place of reporting in the morning to till the return to place of reporting in evening/night. In case vehicle does not return to place of reporting in night, the place where it was at 2400 Hrs. should be mentioned in log book. Distance upto that point should be treated distance for that day.
8. **Accuracy of meters:** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
9. **Payment of Bill:** Total kilometer run of all vehicles of any particular type will be calculated every month and if it is less than (1000 X Numbers of vehicle ) kilometer, only monthly fixed charges will be paid. If total kilometer exceeds (1000 X Numbers of vehicle) kilometer, payment of extra kilometer will be made as per quoted rate. This exercise will be done for each type (viz AC car, Non AC car, Jeep ) separately. Overtime charges will be paid (for running of vehicle beyond 300 Hrs in a month) for each vehicle.

10. **Other requirements:**

- I) Bidder must have a mobile no. where requirements and requisition of vehicles may be conveyed all the 24 hrs. Telephone No. must be mentioned at the time of accepting ASO/SO.
- II) No vehicle should be supplied having registration in the Name of employee of the DoT staff or close relative and Certificate to this effect must be given on the body of bill while submitting claim.
- III) Payment of any Govt. tax or duty for plying the vehicles will be liability of supplier.
- IV) Parking and Toll charges, if any, may be claimed by producing the parking/ Toll slips.
- V) The complete bio-data of driver along with a copy of his driving license should be submitted to the department before commencement of work. Driver shall be provided with a Mobile Telephone connection provided by the supplier which shall be active during the hire period.
- VI) The driver should be well mannered and courteous and should always carry a mobile phone connection with him which shall be active during the hired period.
- VII) The driver shall not be addicted to smoking, consumption of liquor/alcohol, Pan Masala/Gutka, Tobacco and shall never report to the duty under influence of alcohol.
- VIII) Driver should follow all the rules and regulations specified by the authorities from time to time. This includes new regulations framed from time to time. This also includes the regulation related to proper uniform.
- IX) Vehicles upkeep shall be in good condition along with neat and clean seat covers all the time while on duty.
- X) The Driver should be fully conversant with the major routes and places of Bihar.

**ADG (TERM-III),**



**SECTION-IX**  
**PERFORMA FOR PERFORMANCE SECURITY BOND FORM**

1. In consideration of DDG(TERM), Bihar having agreed to exempt \_\_\_\_\_ (here in after called the said Suppliers) from the demand of performance security deposit/earnest money of Rs \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ for the due fulfillment, by the said supplier, of the terms & conditions contained in Agreement for supply of \_\_\_\_\_ we, (name of the Bank) \_\_\_\_\_ (herein after referred to as "the Bank") at the request of \_\_\_\_\_ Supplier's do, hereby, undertake to pay **the Accounts officer(cash), O/o CCA, DoT, Bihar** 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 the DDG(TERM), BIHAR for any reason or for any breach of the 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 DDG (TERM), BIHAR stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the O/o the DDG (TERM), BIHAR for reasons of breach by the said supplier's of any of terms & conditions contained in the said agreement or by reasons of the supplier's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the DDG (TERM), BIHAR 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), Bihar any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present guarantee shall be absolute and equivocal. The payment so made by us under this guarantee/bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (Name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of five year from date herein and further agrees to extend the same from time to time so that it shall continue to be enforceable till all the dues of the O/o DDG (TERM), BIHAR, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG (TERM), BIHAR certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.

- 5 We (name of the bank) further agree with the DDG (TERM), BIHAR that the DDG (TERM), BIHAR shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG (TERM), BIHAR against the said any contractor(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 contractor(s) or for any forbearance, and or any omission on the part of the DDG (TERM), BIHAR or any indulgence by the DDG (TERM), BIHAR to the said contractor(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 The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(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 DDG (TERM), BIHAR.

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.

**SECTION X**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**(To reach on or before time of bid opening)**

**To,**

**The DEPUTY DIRECTOR GENERAL**

**TERM Cell, Bihar**

Subject: Authorization for attending bid opening on  
\_\_\_\_\_ (date) in the Tender of  
\_\_\_\_\_

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

Order of Preference	Name	Specimen Signature
I.		
II.		
III.		
IV.		
V.		

Signature of Bidder

## SECTION XI

### AGREEMENT

The agreement made on this.....day of (Month) (Year) 2016 between M/s ..... herein after called “The Supplier” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Deputy Director General ( Telecom Enforcement, Resource & Monitoring ) Cell, Bihar, 7th floor, Telephone Bhawan, R-Block, Patna-800001 (herein after referred to as the DoT), of other part.

Whereas the supplier had participated in the bid of DoT for supply of registered commercial vehicles to the office of DDG(TERM), Bihar and whereas he was found suitable for award of work and thereby was offered to enter into agreement with the DOT and whereas he has accepted the said offer to enter into agreement for supply of vehicles to the O/o DDG(TERM), Bihar, Patna, on the terms and conditions contained herein and the rates approved by the DDG(TERM), Bihar and whereas the necessary performance security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits,

Now, it is, hereby, agreed and declared by and between the parties,

1. that the period of validity of this agreement shall be for two year from the date of signing of this agreement,
2. that this agreement can be extended by DOT for one year at its discretion,
3. that this agreement can also be extended beyond extended period of one year for another two years with mutual consent of both parties,
4. **that the NOTICE INVITING BID, Bid documents (Qualifying and Financial), advance supply order , approved rates and such other additional particulars, instructions as may be found requisite to be given during execution of the supply order shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.**
5. that the supplier shall supply the requisite number of vehicles with means & materials as well as tools, appliances, machines, implements, cartage etc. required for the proper execution of supply order within the time prescribed in the supply orders.
6. that the supplier shall supply vehicles at the following rates : -
  - a) AC Vehicles (Indigo or Equivalent) on monthly basis: - Rs..... monthly fixed rate for 1000 km running and Rs.....per km for running km beyond 1000 km.

- b) Non-AC Vehicles (Indigo or Equivalent) on monthly basis: - Rs..... monthly fixed rate for 1000 km running and Rs.....per km for running km beyond 1000 km.
- c) Non-AC Vehicles (Innova or Equivalent) on monthly basis: - Rs..... monthly fixed rate for 1000 km running and Rs.....per km for running km beyond 1000 km.
- d) AC Vehicles (Indigo or Equivalent) on casual basis:- Rs.....fixed for one day and Rs.....per km for running km in one day,
- e) Non-AC Vehicles (Innova or Equivalent) on casual basis: - Rs.....fixed for one day and Rs.....per km for running km in one day,

7. that the supplier will be paid **Overtime** at the following rates: -

Normally a vehicle (hired on monthly basis) will be used for about 300 Hrs. in a month. However, if vehicle runs for more than 300 Hrs. in a month, payment for overtime will be made at the rate of Rs. .... Per hour (exceeding 300 Hrs. in a month),

Similarly, a vehicle (hired on casual basis) will be used for about 10 hours in a day. However if vehicle runs for more than 10(ten) hours in a day, payment for overtime will be made at the rate of Rs.....Per hour (exceeding ten hours a day),

- 8. that the supplier, hereby, declares that nobody connected with or in the employment of the O/o DDG (TERM) and/or O/o CCA, DOT, Bihar shall ever be admitted as partner in this contract/agreement,
- 9. that the supplier shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the supplier and the DOT having bearing on execution of supply order and payments against the execution of supply order to be done under the contract/agreement,
- 10. that either party may terminate this agreement by giving three month notice without assigning any reason whatsoever it may be,

In witness whereof the parties present here has set their respective hands and seals the day, year

( )

Signature on behalf of DoT

Name:

Designation:

Seal:

( )

Signature on behalf of Supplier

Name:

Designation:

Seal:

Agreement signed in the presence of

**Witness 1:**

Signature:

Name:

Address:

**Witness 2:**

Signature:

Name:

Address:



सत्यमेव जयते

Government of India  
Ministry of Communications and Information Technology  
Department of Telecommunications  
Telecom Enforcement, Resources & Monitoring Cell, Bihar  
7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001

Tender No. : TERM/BR/131-3/Hired Vehicle/2015-16/36

## FINANCIAL BID

Deputy Director General  
Telecom Enforcement Resources & Monitoring Cell Bihar

**SECTION-XII**

**SCHEDULE OF HIRE CHARGES**

**A) Monthly Basis: AC VEHICLE (INDIGO or Equivalent)**

Sl. No.	Description	Charges in Rs. ( AC Indigo/ Similar Vehicle) [B]	Quantity for Evaluation Purpose Only (Actual may be more or less) [C]	Value in Rs. A=B x C
1	Monthly fixed rate for running of vehicle up to 1000 KM and up to 300 HRS of duty.		1	
2	Running rate for running of vehicle beyond 1000 km in terms of Rs per K.M.		500 KM	
3	Charges for extra hours (over and above 300 hrs. duty per month ) in Rs. per hour		20 hrs.	
			Total (2 + 3 ) =	

**B) Monthly basis :- NON-AC VEHICLE (INDIGO or Equivalent)**

Sl. No.	Description	Charges in Rs.( Non- AC Indigo/ Similar Vehicle) [B]	Quantity for Evaluation Purpose Only (Actual may be more or less) [C]	Value in Rs. A=B x C
1	Monthly fixed rate for running of vehicle up to 1000 KM and up to 300 HRS of duty.		1	
2	Running rate for running of vehicle beyond 1000 km in terms of Rs per K.M.		500 KM	
3	Charges for extra hours (over and above 300 hrs. duty per month) in Rs. per hour		20 hrs.	
			Total (2 + 3 ) =	



**C) Monthly basis :- NON-AC VEHICLE(INNOVA or Equivalent)**

Sl. No.	Description	Charges in Rs.( Non- AC Innova/ Similar Vehicle) [B]	Quantity for Evaluation Purpose Only (Actual may be more or less) [C]	Value in Rs. A=B x C
1	Monthly fixed rate for running of vehicle up to 1000 KM and up to 300 HRS of duty.		1	
2	Running rate for running of vehicle beyond 1000 km in terms of Rs per K.M.		500 KM	
3	Charges for extra hours (over and above 300 hrs. duty per month) in Rs. per hour		20 hrs.	
			Total (2 + 3) =	

**D) Casual Basis: AC VEHICLE (INDIGO or Equivalent)**

Sl. No.	Description	Charges in Rs. ( AC Indigo/ Similar Vehicle) [B]	Quantity for Evaluation Purpose Only (Actual may be more or less) [C]	Value in Rs. A=B x C
1	Daily Fixed Rate		1	
2	Running rate per K.M.		100 KM	
3	Charges for extra hours (over and above 10 hrs. duty per day ) in Rs. per hour		02 hrs.	
			Total (2 + 3) =	

**E) Casual Basis: NON-AC VEHICLE (INNOVA or Equivalent)**

Sl. No.	Description	Charges in Rs. ( AC Indigo/ Similar Vehicle) [B]	Quantity for Evaluation Purpose Only (Actual may be more or less) [C]	Value in Rs. A=B x C
1	Daily Fixed Rate		1	
2	Running rate per K.M.		100 KM	
3	Charges for extra hours (over and above 10 hrs. duty per day ) in Rs. per hour		02 hrs.	
			Total (2 + 3 ) =	

- We agree to abide by the terms and conditioned mentioned in this bid (No. TERM/131-3/Bihar/Hired Vehicle/2015-16/36 Dated: 17/05/16).
- The rates quoted by us are inclusive of all taxes, duties, charges, surcharges, service tax and other statutory liabilities.

Signature of authorized person:

Date:

Name:

Place:

SEAL

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the Bid document. We agree to abide by this Bid for a period as per tender terms & conditions from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Date:

Signature of the Bidder \_\_\_\_\_

Name of Bidder \_\_\_\_\_