



Government of India
Ministry of Communications
Department of Telecommunications
O/o Dy. Director General (TERM), Uttar Pradesh (West)
1st Floor, Brahmpuri Telephone Exchange, Delhi Road, Meerut-250002

Tender (E-tender)

For

HIRING OF LIGHT COMMERCIAL VEHICLES

FOR USE IN

O/o THE DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, UP (West).

NIT No: 30-84/TERM/UPW/E-Tender- Comm. Vehicle /2016-17 Dated: 08.11.16

Not transferable -

Price Rs. 575.00 -

PART-I -
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1st Floor, Brahmपुरi Telephone Exchange, Meerut-250002

PART-I

SALE DETAILS

TECHNICAL BID DOCUMENT

FOR

HIRING OF LIGHT COMMERCIAL VEHICLES

FOR USE IN

O/o THE DEPUTY DIRECTOR GENERAL

TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, UP West

NIT No: 30-84/TERM/UPW/E-Tender- Comm. Vehicle /2016-17 **Dated:** 08.11.16

ISSUED TO:

M/s

..... Received Rs 575/-
(Five Hundred and Seventy Five Rupees Only) including Service Tax towards the cost of Tender Document as per the details given below:

Demand Draft No. Dated:

Name of the Bank:

Branch:



Government of India
Ministry of Communications
Department of Telecommunications
O/o Dy. Director General (TERM), Uttar Pradesh (West)
1st Floor, Brahmपुरi Telephone Exchange, Meerut-250002

Section-I

NIT No: 30-84/TERM/UPW/E-Tender- Comm. Vehicle /2016-17 Dated: 08.11.16

NOTICE INVITING TENDER

E-Procurement TENDER NOTICE for Hiring of Light Commercial Vehicles

The office of DDG (TERM), UP (West), Meerut on behalf of the President of India invites E-Procurement Tender (Online Tender through website <http://eprocure.gov.in/eprocure/app>) in Two bid system from the qualified firms as per the below mentioned schedule:-

SCHEDULE TO TENDER

S.No.	Activity Description	Schedule
1.	Tender No	30-84/TERM/UPW/E-Tender- Comm. Vehicle /2016-17 Dated: 08.11.16
2.	Sale of Tender Document	08 Nov 2016 to 05 Dec 2016, The tender document can be downloaded from the DoT website http://www.dot.gov.in or the E Procurement portal http://eprocure.gov.in/e-procure/app by using bidder login credentials.
3.	Time and last date of depositing Tender/Bid	10:00 Hrs of 06.12.2016
4.	Time and Date of opening of Tender Bid	11:00 Hrs of 06.12.2016
5.	Minimum Validity of tender offer	90 days from the date of opening
6.	Services to be offered	Non A/C diesel (Tata INDICA or equivalent) Light Commercial Vehicles (Two)
7.	Estimated cost of tender	Rs.: 760000 /-
8.	Amount of EMD to be deposited (2.5% of the cost of tender)	Rs. : 19000/-
9.	Duration of Contract	One year from the date of award of contract. However, the same may be further extended for next one year or part thereof on same terms and conditions on mutually agreed basis.
10.	Cost of Bid Document	Rs.: 575/-

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.

Interested bidders may submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the website <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.

The bidders should have at least one Light Commercial vehicle registered/on lease in the name of proprietor/partners of the firm/ company. Details of the vehicles may be indicated against clause 9 in Section-III

The bidder should have experience of at least one year-full or part thereof, for supplying Light Commercial Vehicles to central/state government/Public sector/Banks or reputed Private Ltd. Companies/Firms during last three years.

Demand Draft for an amount of Rs.575/- (Rupees Five Hundred and Seventy Five Only) (non refundable) from Nationalized/ scheduled bank drawn in favour of "AO (Cash), O/o C.C.A. UP West, Meerut", payable at Meerut has to be submitted offline (Scanned copy of DD/ for fee exemption valid self attested registration certificate issued by NSIC 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 demand draft submitted.

The applicant has to deposit Earnest Money (EMD) of Rs. **19000/- (Rupees Nineteen Thousand Only)** in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favour of **AO (Cash), O/o CCA, UP (West) payable at Meerut** or for fee exemption has to submit valid self attested registration certificate issued by NSIC. The same has to be submitted in soft copy format on line.

The aforesaid DDs/Pay orders/ for fee exemption valid self attested registration certificate issued by NSIC. towards cost for Tender document ,EMD and Power of Attorney (in original) , if applicable, should be submitted to ADET (TERM), O/o DDG (TERM) UP (West), Meerut on or before 10:00 Hours of 06.12.2016.

The duly filled tender documents shall not be accepted if these are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD) or for fee exemption valid self attested registration certificate issued by NSIC.

The DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

**Sd/-
ADET (TERM) -
O/o DDG (TERM), -
UP (West), Meerut -**

INSTRUCTIONS FOR ONLINE BID SUBMISSION -

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions:

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

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

iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.

iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.

v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.

vi) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/Annexures for the tenders he/she is interested.

vii) After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.

x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

xi) From my tender folder, he selects the tender to view all the details indicated.

xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.

xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each

document to be uploaded through online for the tenders should be less than 2 MB. If any document is More than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

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

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

xvi) Bidder should submit the Tender Fee/ EMD/ for fee exemption valid self attested registration certificate issued by NSIC/ Power of Attorney, if applicable, as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.

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

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

xix) The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

xxi) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.

xxii) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

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

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

xxv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid

for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.

xxvi) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxx) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: **1800-3070-2232** or send an **email to – cppp-nic@nic.in**

SECTION-II

BID FORM

NIT No: 30-84/TERM/UPW/E-Tender- Comm. Vehicle /2016-17

Dated: 08.11.16

To,

ADET (TERM)
O/o DDG (TERM),
UP (West), Meerut

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer Light Commercial Vehicles in the office of DDG (TERM), UP (West), Meerut in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.
2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum (together with Bid Security /EMD) @ 10% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We have enclosed herewith a DD for a sum of Rs. _____ towards Bid securityEMD.

EMD particulars D.D. No./Date..... Name of the Bank:.....
(Bid Security)

OR

for fee exemption valid self attested registration certificate issued by NSIC

Signature of Authorized Signatory

Dated thisday of..... (the year)

In capacity of.....
Duly authorized to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

UNDERTAKING:

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the office of DDG (TERM), UP (West) and shall abide by them.
2. I/We also undertake that I/we have understood the terms and conditions of the tender document and shall conduct the work strictly as per these conditions
3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated at Meerut-----

(Signature of the bidder)

(With seal of the firm)

SECTION-III -

Bidders' Profile -

Photograph of tenderer / authorised signatory holding power of attorney

1.	Name of tendering company/Firm/Agency	
2.	Type of firm i.e. Proprietorship/partnership or Company registered under company Act 1956 (Attach Notarized Affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
3.	Name of proprietor/ Director of company/Firm/Agency	
4.	Full address of registered office with telephone no., Fax no. & Email	
5.	Full address of operating/branch office with telephone no, Fax no. & Email	
6.	PAN/GIR/TAN No. (Attach self attested copy)	
7.	Service tax registration no.(Attach self attested copy)	

8. Self attested copy of experience certificate/certificates (of at least one year-full or part thereof) issued by the competent authority for supplying Light Commercial Vehilces to central/state government/Public sector/Banks or reputed Private Ltd. Companies/Firms during last three year. The summary of that can be tabulated in the given format in the chronological order.

S. No.	Details of client along with address, telephone & Fax no.	Experience certificate for the period from and to	
		From	To
1.			
2.			

(If the space provided is insufficient in separate sheet may be attached)

9. Details of Vehicles:

Owner's Name*	Vehicle Registration No.	Make & Model of Vehicle	Manufacturing year of Vehicle	Whether All India Permit is available (Yes / No)

- **Out of these vehicles at least one vehicle should be registered /on lease in the bidder's name otherwise the bid shall be rejected.**

10. Original tender document, signed each page by my authorized representative or me.

Dated at Meerut _____

(Signature of the bidder)

(With seal of the firm)

SECTION-IV

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

- (a) - "The DDG (TERM)" means the Deputy Director General (Telecom Enforcement, Resource and Monitoring Cell), UP (West), Meerut.
- (b) - "The Bidder" means the individual or partners or the company who participates in this tender and submits its bid.
- (c) - Vehicle means Car / SUV having Light Commercial all India Taxi permit having Engine Swept Volume / Displacement at least 1100CC

2. ELIGIBILITY OF BIDDERS:

- (i) - The participating bidder should be a Sole Proprietor/ Partnership firm/ Company. The bidder should submit an affidavit (for proprietor firm) / duly self-attested copy of partnership deed and registration certificate (for partnership firm)/ duly self-attested copy of MoA and registration certificate of the firm (for Pvt. Ltd/Pub. Ltd Company).
- (ii) - The manufacturing year of the vehicles to be supplied shall be YEAR 2014/2015/2016.
- (iii) - The bidder should submit the duly self-attested photo copies of Service Tax registration, issued by the Central Excise Department, Government of India.
- (iv) - The bidder should submit the duly self-attested photocopy of PAN document.
- (v) - The bidder should enclose duly self-attested copy of registration certificate and valid comprehensive insurance of the vehicle.
- (vi) - The bidder should enclose the Cost of Tender document (if Downloaded from website) in form of DD of Rs 575/- and EMD of Rs.19,000/- either in cash receipt or in form of Demand Draft, valid for 90 days from the date of opening of tender.
- (vii) - The bidder should have experience of at least one year-full or part thereof, for supplying Light Commercial Vehicles to central/state government/Public sector/Banks or reputed Private Ltd. Companies/Firms during last three years.
(Attach the self-attested copies of relevant experience documents)

3. COST OF BIDDING:

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

4. BID DOCUMENT

- (a) The Job required, bidding procedures and contract terms are prescribed in the bid document which includes:-

Sl No. - Title	Sections
1. - Notice Inviting Tender (NIT)	I

	and Instructions for online bid submission	
2. -	Bid Form	II
3. -	Bidders' Profile	III
4. -	Instructions to Bidders	IV
4. -	General Conditions of the contract	V
5. -	Special Terms and Conditions	VI
6. -	Various Affidavits and Certificates' Formats (Letter of Authorization, No Near Relative Working - in DOT, Declaration of Non-Tampering, Affidavit - of Blacklisting/Non Blacklisting etc.) -	VII -
8. -	Performance Security Guarantee Bond Format	VIII
9. -	Tender Compliance Sheet (Check List)	IX
10. -	Financial Bid (Part II)	X

(b) The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Document. Failure to furnish, complete information required as per the bid document or submission of bids not substantially responsive to the bid document in every respect will be at the bidder's risk and will result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

- a. Bidders requiring any clarification on the Bid Documents shall notify the competent telecom authority, in writing at the Officers mailing address indicated in the invitation of Bid. The competent telecom authority, UP (West), Meerut shall respond in writing to any request for the clarification of the Bid Documents which he receives not later than 2 days prior to the date of opening the Tenders. Copies of the clarification sought for by the bidders and clarifications by the TERM UPW shall be sent to all the prospective bidders who have received the bid documents.
- b. The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and bidders who have down loaded Bid document from internet are to submit the bid document accordingly after taking into account all the clarifications issued.

6. BID FORM:

The Bidder shall complete the Bid form (Section II), Bidders Profile (Section III) and prices as per Financial Bid Form (Part – II, Section X), furnished in the Bid documents.

7. SUMMARILY REJECTION OF BIDS:

The DDG (TERM) UPW, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Earnest Money Deposit / Bid Security/ for fee exemption valid self attested registration certificate issued by NSIC in the manner does not support the tender provided there in.
- b) If the Bid Validity is less than the period prescribed (90 Days).
- c) If the tender is not duly signed, or not found proper or complete to the satisfaction of DDG

(TERM) UPW in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).

d) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.

e) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.

f) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.

g) If prices are not filled properly in the Financial Bid.

h) Without assigning any reason thereof.

8. BID PRICES:

(a) Bids with firm price only are accepted.

(b) Rates should be quoted in figures as well as in words.

(c) Rates must be specified in the format as per Financial Bid in Section-X enclosed.

(d) No increase or decrease in the rates shall be allowed for any reason during the validity of agreement.

9. - BID SECURITY (EARNEST MONEY DEPOSIT)

9.1 - The bidder must enclose the Earnest Money of Rs.19,000/- (Rupees Nineteen Thousand Only) in the form of **Demand Draft in favour of "AO (Cash) O/o CCA, UP (West), Meerut"** along with the Bid.

9.2 - No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.

9.3 - The bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case, the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD will be forfeited.

9.4 - The tenders without Earnest Money will be summarily rejected.

9.5 - No interest shall be paid on the amount of EMD, deposited against this tender.

9.6 - The EMD (bid security) of the unsuccessful bidders will be discharged/returned as promptly as possible, but not later than 30 days after award of the contract by the DDG (TERM) or expiry of the bid validity pursuant to clause 10 whichever is earlier.

9.7 - The successful bidder's EMD (bid security) will be discharged upon the bidder's acceptance of the Letter of Intent (LOI) satisfactorily pursuant to the clauses 24, 25 and 26.

9.8 - The EMD (bid security) may be forfeited

(i) If a bidder withdraw his bid during the period of bid validity specified by the bidder in the bid form.

OR

(ii) In case of a successful bidder, if the bidder fails to sign the Agreement in accordance with clause 24 of Section-IV.

10. PERIOD OF VALIDITY OF BIDS

The Bids shall remain valid for 90 days from the date of bid opening. A bid valid for a shorter period shall be rejected by the TERM unit as non-responsive.

11. FORMATS AND SIGNING OF BID

11.1 - The original and all copies of the bid shall be typed or printed and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the original bid, except for un-amended printed literature.

11.2 - Individual signing the bid or other documents connected with the agreement shall indicate the full name below the signature and must specify whether he signs as:-

(a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

11.3 - In case, the bidder is signing as partnership firms, a copy of the partnership agreement, or general power of attorney duly self-attested, should be furnished by all the partners admitting execution of the partnership agreement or the general power of attorney. The self-attested copy of the certificate of registration of firm should also be enclosed along with the tender.

11.4 - In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

11.5 - A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the office of DDG (TERM), UP (West), Meerut may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

11.6 - The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialled by the person or persons signing the bid. In the absence of such an authorization the bid will be considered as non-responsive.

11.7 - The bidder should sign and affix his/her firm’s seal at each page of the tender document as the acceptance of the offer. No page should be removed/detached from this tender document.

11.8 - The bidder will submit-

(a) Technical Bid:

The Technical bid Form and Bidders Profile should be submitted in the format given in tender document (Section-II & III) along with all requisite documents, duly self-attested as contained in Clause-2 of Section-IV and document listed in Section-IX of the tender document. The tender document in original, duly signed each page by the bidder, should also be enclosed with the Technical

Bid. All the certificates submitted by the bidder should be valid on the date of tender opening.

(b) Financial Bid:

The financial bid should be submitted in the format given in the tender document (Section-X).

12. SUBMISSION OF BIDS:

12.1 - The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per the guidelines mentioned in the portal.

12.2 - The DDG(TERM) may at its discretion, extend the deadline for the submission of bids by amending the bid documents in accordance with clause 5 of Section-IV in which case all rights and obligations of the DDG(TERM) and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. LATE BIDS

Any bid received by the TERM cell after the deadline for submission of bids prescribed by the TERM cell pursuant to clause 12, will be rejected .

14. MODIFICATION AND WITHDRAWAL OF BIDS

14.1 - The bidder may modify or withdraw its bid after submission provided that written notice of the modification or withdrawal is received by the undersigned prior to the deadline prescribed for submission of bids.

14.2 - Subject to clause 14, no bid may be modified subsequent to the deadline for submission of bids.

15. OPENING OF BIDS:

15.1. - Bid opening and finalization will be according to e-procurement procedures.

15.2 Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified.

The financial bid will be evaluated only for technically qualified bidders.

Note: - The tenderer shall quote the rate in English or Hindi only, both in words and figures only in the manner as specified for every mentioned item separately. If any discrepancy found in figures and in words, the quoted rates in words will be considered as final.

16. PRELIMINARY EVALUATION:

16.1. - The TERM shall evaluate the bids to determine whether they are complete and no computational errors have been made. The TERM unit shall also determine whether required sureties have been furnished and the documents have been properly signed.

- 16.2. - In case of any arithmetical error, such as discrepancy between words and figures, the amount shown in words shall prevail. The decision of DDG (TERM) in this regards shall be final and binding on the parties.
- 16.3 - The DDG (TERM) may waive or seek for any document for any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 16.4 - The technical bids will be evaluated in respect to their substantive responsiveness or otherwise. Thereafter, TERM unit shall open the financial bids of only those firms/bidders whose technical bids are found to be qualifying in the technical evaluation.

17 EVALUATION OF BIDS:

- 17.1 - The Technical Bids shall be evaluated strictly on the basis of the eligibility conditions, as contained in Clause 2 of Section-IV of the tender document. If any bid does not conform to any of the eligibility conditions, that will be summarily rejected.
- 17.2 - The bids, which are found techno-Light Commercially responsive, shall be considered for opening of the Financial Bids.
- 17.3 - No post bid clarification at the initiative of the bidders shall be entertained.
- 17.4 - Evaluation of substantially responsive bids will be done as follows'- The various rates invited from the bidders are termed as:-
 - R1 = Rates for 2000 kms per month for 10 hours per day
 - R2 = Rates per extra km over and above 2000 KMs.
 - R3 = Rates per extra hour for extra detention beyond 10 hours (Over Time)
 - R4 = Rates per night for night halt.
 The rates quoted shall be inclusive of all Taxes/ Levies Excluding Service Tax)
 Evaluation of bids will be done on the basis of below formula using Price quoted by bidder in the financial bid:-
Total monthly Cost = (R1 + R2x100 + R3x10 + R4)

18 RIGHT OF ACCEPTANCE:

The DDG (TERM) does not bind himself to accept the lowest or any other tender. The DDG (TERM) reserves the right to accept or reject any bid, and to annul the binding process and reject all bids, at any time prior to award to contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the DDG's action.

19 AWARD OF CONTRACT:

The contract will be awarded to the successful bidder. It is intended to award the contract to one bidder on the basis of lowest evaluated bid prices.

20 DURATION/PERIOD OF CONTRACT

The period of contract will be for one year from the date of acceptance of the offer. However, extension for the next year/part thereof may be considered by the DDG (TERM) based on the satisfactory performance of the firm.

21 TAX DEDECTION AT SOURCE:

Income Tax and any other taxes i.e. Education Cess etc as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.

22 TERMINATION OF CONTRACT:

22.1 - In Case of any default by the contractor and in any of terms and conditions (Whether general or special), DOT may without prejudice to any other right or remedy which shall have occurred or shall occur thereafter, terminate the contract, in whole or in part by giving 15 days notice in writing to the contractor.

22.2 - All Instructions, notices and communication etc under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

Notwithstanding anything contained herein DOT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

23 COMMUNICATION OF ACCEPTANCE:

The successful bidder will be informed of the acceptance of his tender by way of Letter of Intent.

24 SIGNING OF CONTRACT

The Agreement will be signed with the successful bidder on the non- judicial stamp paper (value of stamp paper shall be as applicable at the time of agreement) after submission of Performance Guarantee.

25 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 24 shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security (EMD) in which event the DDG (TERM) may give the offer to any other bidder at the discretion of the DDG or call for new bids.

26 PERFORMACE GUARANTEE (SECURITY DEPOSIT):

26.1 The successful bidder will submit the Security Deposit in cash or Bank Guarantee or Demand Draft in favour of **“AO (Cash) O/o CCA, UP(West), Meerut”** of an amount equal to 10% value of the tender cost within 7 days from the date of acceptance. The validity period of the Performance Guarantee shall be 18 months from the date of the contract Agreement.

26.2 The Security Deposit can be forfeited by the DDG (TERM) in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance.

26.3 The Security Deposit shall be refunded after successful completion of the contract and after expiry of the validity period of the Performance Guarantee as contained in Clause- 26.1

27 ARBITRATION

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of DDG (TERM), 1st Floor, Brahmpuri Telephone Exchange, Meerut, DOT, Ministry of Communication & IT, Govt. of India. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall take place at Meerut and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

28 SET OFF

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

29 FORCE MAJEURE

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

ADET (TERM)

O/ o DDG (TERM), UP (West), Meerut.

SECTION V

GENERAL CONDITIONS OF CONTRACT

1. - Submission of bid against this offer will bind the bidder to the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by the DDG (TERM).
2. - If the bidder fails to act on the offer of DDG (TERM) by the specified date, the earnest money shall be forfeited by the DDG (TERM).
3. - The Earnest Money shall be forfeited, in case the bidder withdraws the offer after opening of the bid but before expiry of the bid validity period.
4. - The time period as stipulated in the agreement or letter of offer shall be deemed to be essence of the contract.
5. - (i) All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute to sole arbitration of the DDG (TERM), UP (West), Meerut or any person appointed by him. The decision of DDG (TERM), UP (West), Meerut regarding appointment of Arbitrator, shall **be final and binding on the parties.**
(ii) The award of such arbitration shall be final and binding on the parties to the Contract.
(iii) The arbitration proceedings shall take place at Meerut or such other place as decided by the DDG (TERM), UP (West), Meerut. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.
6. - The agreement shall be governed by the Indian Laws. The Courts at Meerut shall have jurisdiction to entertain any dispute or the claim arising out of the contract-agreement.
7. - **Penalty:**
 - 7.1 In case of break down, vehicle have to be replaced by other vehicle immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
 - 7.2 In case of non-availability of vehicle, penalty of Rs. 500/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
 - 7.3 In case of non-availability of vehicle during extra hours, Penalty of Rs 200/- per occasion shall be imposed.
 - 7.4 For non-compliance of any other terms and conditions a penalty of Rs. 100/- per occasion subject to maximum Rs. 500/- per month shall be imposed.
 - 7.5 The powers of the office of DDG (TERM), UP (West), Meerut under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided for forfeiture of security deposit as contained in clause-26.2 of Section-IV.

8. - The rates should be quoted both in words and figures. In case of dispute, rates quoted in words shall be final.
9. - The rates quoted shall be firm and final for the entire period of contract. While quoting the rates, the bidder should keep in mind that the rates are inclusive of all levies and taxes excluding service Tax.
10. - In case, there is any increase of taxes and levies during the currency of contract, no benefit shall be passed on to the contractor, however benefit of reduction in taxes (Service Tax) shall be passed on to the Department.
11. - At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
12. - In case of breach of any of the terms and conditions mentioned above, the DDG(TERM), UP (West), Meerut shall have the right to cancel the tender without assigning any reason and shall also have right to forfeit the security deposit.
13. - The contractor/tenderer shall not assign or sublet the work or any part of it to any other person or party.
14. - The tender is not transferable.
15. - The terms of payment shall be as under:
 - 15.1 No payment shall be made in advance and no loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
 - 15.2 The contractor shall submit the bill in the first week of following month of usage month for payment, along with the Log-Book, duly verified by the officer concerned; registration certificate of vehicle and the insurance paper of the vehicle (in case of substitute vehicle provided).
 - 15.3 - All payments shall be made by Cheque only.
 - 15.4 - The office of DDG (TERM), UP (West), Meerut shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paras.
 - 15.5 The term "payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

ADET (TERM)

O/o DDG (TERM), UP (West), Meerut.

SECTION-VI

SPECIAL TERMS AND CONDITIONS

1. The bidder should be capable of supplying all types of Light Commercial vehicles i.e. Car / Vehicle having Light Commercial all India Taxi permit having Engine Swept Volume / Displacement at least 1100CC during the contract of the tender. The bidder should have telephone connection available at their premises for the purpose of communication.
2. Tenderer must ensure that the supplied vehicles are duly registered/ authorized by the concerned RTO for use as public transport. The vehicles should have All India Taxi permit and insurance cover. The manufacturing year of the vehicles to be supplied shall be YEAR 2014/2015/2016. The private vehicles shall not be accepted as taxis.
3. The vehicle to be provided shall be run using the same mode of the fuel as indicated in the registration document of the vehicle.
4. The Vehicles to be provided by the contractor should be neat and clean and in the sound working condition and suitable for usage by the Departmental Officers.
5. The number of vehicles shall tentatively be 2 (two). The number may, however, be increased or decreased by the DDG (TERM), UP (West), Meerut.
6. At least one vehicle shall be registered/ on lease in the name of the bidder/contractor. In case of other vehicle registered in the name of any other entity, the authorization from that entity in favor of the contractor shall have to be submitted along with the bid.
7. The hired vehicle so supplied by the contractor shall be pollution free as per the standards of the Motor Vehicle Act as applicable.
8. The contractor shall assign the job of driving of hired vehicle only to qualified and expert licensed drivers and also assumes full responsibility for the safety and security while driving. DDG (TERM), UP(West) have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under section 279 of IPC and any loss caused to the property of DDG (TERM), UP(West) have to be suitably compensated by the contractor. DDG(TERM), UP(West), shall not bear any tortuous liability, vicarious or otherwise for want of any reasonable care or caution on the part of the drivers in the act of driving of the vehicle engaged/supplied to TERM Cell UP(West).
9. The Vehicles will generally be required by the TERM office for operating in their jurisdiction which covers Western Uttar Pradesh and for touring to Headquarter at New Delhi/Lucknow/Dehradun.
10. The DDG (TERM) office will generally make the requisition for the taxis one or two days before the commencement of the actual journey, if required to destination other than in Western Uttar Pradesh, Delhi, Lucknow and Dehradun. However, at times urgent requisition for vehicle may also be made on telephone, which shall have to be complied with by the contractor.

11. The contractor is bound to provide vehicle throughout the month. The vehicle in general shall be used on weekdays but depending on the requirement it may be called for duty on Saturday and Sunday or on any official holidays for which no extra payment shall be made. The minimum monthly charges per vehicle shall be based on 2000 KMs per month and 10 Hrs. duties per day. No mileage will be allowed for dinner/lunch/refreshment/tea to the driver.
12. The meter reading shall start/ terminate from and to the place of demand in Meerut city as may be required, but chargeable distance from taxi stand in this respect shall not be more than 5Km. in each way. The definition of 'Night Halt' shall be "the detention of driver overnight".
13. To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose registration Number is indicated against in Clause 9 of Section-III. However, in case of non availability of the assigned vehicles, it shall be the responsibility of the contractor to provide an alternative vehicle of equivalent status or higher in lieu of that vehicle.
14. (a) The driver should be in proper uniform, well versed with Meerut, Delhi routes etc. and he should be well behaved and courteous to the officers. The driver should have a mobile connection with him for the purpose of communication.
(b) The vehicle will have to be provided with the clean seat covers and towels.
15. The payment will be made by Cheque after the bills are passed by the competent authority. The bills presented for payment must contain Service Tax Registration Number. The service Tax shall be paid extra as per Government rates applicable from time to time.
16. The rates, terms and conditions once finalized shall be valid and firm for a period of one year. No escalation in rates will be considered due to any hike in fuels rates or for whatsoever reasons.
17. Parking Charges, Toll Charges, Municipal/Cantonment board Charges and Inter State Tax while on duty to TERM Office shall be payable on actual basis on submission of the payment receipts / challan / token with the monthly bill.
18. The period of contract can be extended for further one year/part thereof by the DDG (TERM), UP (West), Meerut on the same terms and conditions and keeping in view of the performance of the contractor in the interest of government.
19. Unused Kilometer(Km) or Shortage in the contractual 2,000 Km. per month per vehicle in any particular month shall be adjusted in following ways :
 - i) With the running extra Km of another Vehicle beyond 2000 Km in current month.
 - ii) With the running extra Km of same vehicle or another vehicle beyond 2000 Km in subsequent three month.

ADET (TERM)

O/o DDG (TERM), UP (West), Meerut.

SECTION VII

Affidavit

(PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN DEPARTMENT OF TELECOMMUNICATIONS, UP (West), Meerut

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

I S/O Sh..... -

..... R/o..... -

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Department of Telecommunications, UP (West), Meerut as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the Proprietor with seal

OR

Signature of **All the Partners** (In case of Partner Ship Firm)

OR

Signature of **All the Directors** / Company Secretary (In case of Ltd. Company)

The near relative (s) means:

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

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors . Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal

CERTIFICATE

(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

"I (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website" <http://www.dot.gov.in> & <http://www.eprucure.gov.in> and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a valid self attested registration certificate issued by NSIC /DD for Rs.....towards the cost of tender document along with the EMD.

Place : Signature of tenderer/Authorized Signatory

Date : Name of the Tenderer

Seal of the Tenderer

CERTIFICATE

DECLARATION FOR NON TEMPERING OF TENDER DOCUMENT

I / We /Proprietor/ Partner(s)/ Director(s) of M/s -----, hereby declare that I /
We have not tampered the tender document issued vide TENDER NO. 30-84/TERM/UPW/E-Tender-
Comm. Vehicle /2016-17 Dated: 08.11.16, which is downloaded from the website www.dot.gov.in
and/or <http://www.eprocure.gov.in>.

Signature -----

Name-----

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

Affidavit

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

FROM TAKING PART IN GOVT. TENDER BY DoT/GOVT. DEPT

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

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

Or

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

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o DDG (TERM, UP (West), Meerut and EMD/SD shall be forfeited.

In addition to the above O/o DDG (TERM), UP (West), Meerut, will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which as signed:

Name & address of the firm:

.....

Seal of the firm should be affixed.
--

Dated:

Signature of Bidder with seal.

CERTIFICATE

PRE RECEIPT FOR REFUND OF EARNEST MONEY

Received with thanks from Accounts Officer (Cash) O/o CCA, UP (West), Meerut a sum of Rs.-/- (Rs. Only), towards refund of Earnest Money Deposit paid in respect of Tender for "Hiring of Commercial Vehicles" for use in O/o DDG (TERM), UP (West), Meerut.

Tender No : 30-84/TERM/UPW/E-Tender- Comm. Vehicle /2016-17	Dated: 08.11.16
--	------------------------

Date:

Signature of Bidder

(On one rupee revenue stamp)

Place:

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

Name & Address: _____

CERTIFICATE -

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE -

(Must be submitted to O/o DDG (TERM), UP (WEST), MEERUT on or before date of bid opening)

To,
DDG (TERM),
UP (WEST), Meerut

Sub: Authorisation for attending the office on _____ (date) in the

Tender of _____

Following person is authorised to attend the office 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 office. Permission for entry to the office may be refused in case authorisation as prescribed above is not received.)

SECTION-VIII

PERFORMANCE SECURITY GUARANTEE BOND FORMAT

1. - In consideration of The Deputy Director General (TERM), UP(west), Meerut [here in after called the DDG(TERM),UP(West), Meerut], having agreed to exempt _____(here in after called the said contractor(S) from the demand of **Security deposit** of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ (Name of contract) _____ we _____ (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ contractor's do hereby undertake to pay to the DDG(TERM), UP(West), Meerut _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG(TERM), UP(West), Meerut, _____ by reason of any breach by the said contractor's of any 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), UP(West), Meerut, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG(TERM), UP(West), Meerut, _____ reason of breach by the said contractor's of any of the terms & conditions contained in the said agreement or by reason of the contractors 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), UP (West), Meerut, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. - We undertake to pay to the DDG(TERM), UP(West), Meerut, _____ any money so demanded notwithstanding 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 being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the 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 18 months 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 DDG(TERM), UP(West), Meerut , _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), UP(West), Meerut, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. - We _____ (name of the bank) _____ further agree with the DDG(TERM), UP(West), Meerut, that the DDG(TERM), UP(West), Meerut, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG(TERM), UP(West), Meerut, _____ against the said 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), UP(West), Meerut, _____ or any indulgence by the DDG(TERM), UP(West), Meerut, _____ 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. - This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).
7. - We _____ (name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DDG (TERM), UP (West), Meerut.
8. - This guarantee is valid for 18 months from _____ to _____.

Dated: _____

For

(Name of the bank)

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

Section- IX
Tender Compliance Sheet

Sub: Limited Tender for hiring of Light Commercial vehicles in TERM Cell, UP (West).

Ref: 30-84/TERM/UPW/E-Tender- Comm. Vehicle /2016-17 Dated: 08.11.16

S.N	Description of the document to be submitted	As per clause no./Section No.	Whether complied (Yes/No)	Page No.
1.	Cash Receipt/ DD towards cost of tender document of Amount Rs 525/-	Clause No. 2(vi) of Section-IV		
2.	Cash Receipt/ DD towards cost of EMD deposition of Amount Rs 19,000/-	Clause No. 2(vi) of Section-IV		
3.	Experience Certificate	Clause No. 2(vii) of Section-IV		
4.	Submission of affidavit (for proprietor firm) / duly self-attested copy of partnership deed and registration certificate (for partnership firm)/ duly self-attested copy of MoA and registration certificate of the firm (for Pvt. Ltd/Pub. Ltd Company.)	Clause No. 2(i) of Section-IV		
5.	Manufacturing Year of Vehicle	Clause No. 2(ii) of Section-IV		
6.	Self-attested Copy of Service Tax registration	Clause No. 2(iii) of Section-IV		
7.	Self-attested Copy of PAN	Clause No. 2(iv) of Section-IV		
8.	Self-attested Copy of Vehicle Registration and Insurance Cover that is mentioned in Section-III Clause No 9	Clause No. 2(v) of Section-IV		
9.	Bid Form along with undertaking	Section -II		
10.	Bidders' Profile	Section -III		
11.	Financial Bid	Section-X		
12.	Each page of Tender Document Signed and stamped	-		
13.	Letter of Authorization for attending the bid opening	Section-VII		
14.	Affidavit of No Near Relative of the Bidder/Company employed in DOT	Section-VII		
15.	Declaration for non tampering of the Tender documents	Section-VII		
16.	Affidavit of "BLACKLISTING & NON- BLACKLISTING" of bidder firm/company	Section-VII		
17.	Power of Attorney in original in case tender document is signed by person other than tenderer or tendering company.	-		

Signature -----

Name -----

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

(Signature of the bidder)
(With seal of the firm)



Government of India
Ministry of Communications & IT
Department of Telecommunications
O/o Dy. Director General (TERM), Uttar Pradesh (West)
1st Floor, Brahmपुरi Telephone Exchange, Meerut-250002

PART-II

FINANCIAL BID DOCUMENT

FOR

HIRING OF LIGHT COMMERCIAL VEHICLES

FOR USE IN

O/o THE DEPUTY DIRECTOR GENERAL

TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, UP(W), Meerut

NIT No: 30-84/TERM/UPW/E-Tender- Comm. Vehicle /2016-17

Dated: 08.11.16

SECTION-X
FINANCIAL BID

To,

ADET (TERM)

O/o the DDG (TERM), UP (West), -
1st Floor, Brahampuri Telephone Exchange, -
Meerut- 250002. -

**Subject:-Submission of Financial Bid in respect of Tender for Hiring of
Light Commercial Vehicles**

Ref:30-84/TERM/UPW/E-Tender- Comm. Vehicle /2016-17 Dated: 08.11.16

Sir,

The Financial bid contains the following details-

S. N.	<i>Service Description</i> (Rates to include all Taxes/Levies etc. imposed by state government / central government for operating a Light Commercial vehicle in Uttar Pradesh) but Excluding Service Tax	Rate in Rs.	
		In figures	in words
1.	Monthly Rates for 10 hours per day up to 2000 Kms. (say R1)		
2.	Rates per KM in excess of initial 2000 Kms. (say R2)		
3.	Rates per hour for extra detention. (say R3)		
4.	Rates per night for night halt. (say R4)		

Certificates:

1. -Certified that the rates quoted above are inclusive of all Taxes/Levies Excluding Service Tax imposed by state government / central government for operating a Light Commercial vehicle in Uttar Pradesh and shall be firm for one year.
2. -No escalation in rates will be demanded due to any hike in fuels' prices or for whatsoever reasons. In case, there is reduction in Service Tax that will be passed on to the Department.
3. -Certified that I have carefully quoted the rates both in words and figures. In case of dispute, rates quoted in words shall be final.
4. -Certified that I agree all the terms and conditions of the tender document.

Dated at Meerut: -----

Signature of the bidder)

(With seal of the firm)